

**INDUSTRIAL POWER AGREEMENT
WITH INTERRUPTIBLE SERVICE AND ECONOMIC DEVELOPMENT RIDER**

THIS AGREEMENT, made and entered into the 25th day of November, 2019, by and between **EAST KENTUCKY POWER COOPERATIVE, INC.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); **OWEN ELECTRIC COOPERATIVE, INC.**, a Kentucky corporation with its principal offices at 8205 Highway 127 North, Owenton, Kentucky 40359 (“Cooperative”); and **SAFRAN LANDING SYSTEMS KENTUCKY LLC.**, a corporation with its principal offices at One Carbon Way, Walton, Kentucky 41094 (“Member”).

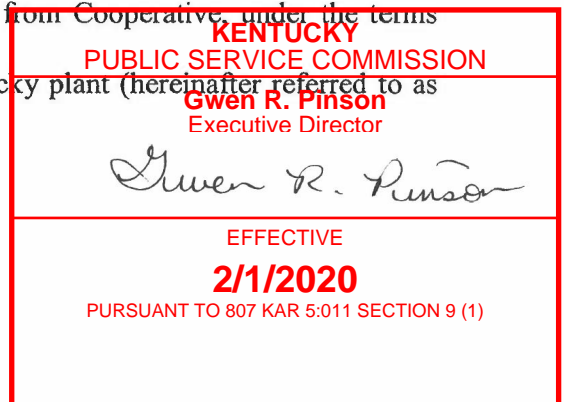
WITNESSETH:

WHEREAS, EKPC is a Generation and Transmission Cooperative which supplies the wholesale energy requirements of sixteen (16) Member-owned Distribution Cooperatives located generally in Eastern and South Central Kentucky, including Cooperative; and

WHEREAS, Cooperative is a rural electric cooperative corporation providing retail electric service in Boone County, Kentucky; and

WHEREAS, Cooperative is a member of EKPC and purchases all of its wholesale electric power and energy requirements from EKPC pursuant to a Wholesale Power Contract dated October 1, 1964; and


WHEREAS, Member has been, and is, a member of Cooperative and purchases, or desires to purchase, retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Walton, Kentucky plant (hereinafter referred to as its “Plant”); and



WHEREAS, EKPC fully integrated into the PJM Interconnection, LLC (“PJM”) regional transmission system, on June 1, 2013;

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

1. **Term.** This Agreement shall become effective upon the approval of the Kentucky Public Service Commission (“Commission”) (the “Effective Date”), subject to the provisions of Paragraph 21 below. This Agreement shall continue in effect for a term of ten (10) years from said date and shall continue for additional one year terms thereafter; provided, however, that the Agreement may be cancelled after the initial ten (10) year term by any party upon giving written notice of such termination at least ninety (90) days prior to the desired termination date.
2. **Rates and Charges.** Member shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative’s effective standard tariffs applicable to consumers of the same class as Cooperative’s Rate Schedule XIII – Large Industrial Rate LPB2 and Schedule XV – Commercial and Interruptible Service (“Interruptible Rider”), and Section EDR – Economic Development Rider as approved by the Commission and as modified, replaced, or adjusted from time to time and approved by the Commission. The demand credit for interruptible service is applied to all bill demand above the Firm Load level to determine the effective interruptible demand rate. Billing demand shall be the Contract Demand plus any Excess Demand as defined in Cooperative’s Rate Schedule XIII – Large Industrial Rate LPB2 and Cooperative’s Section EDR – Economic Development Rider.

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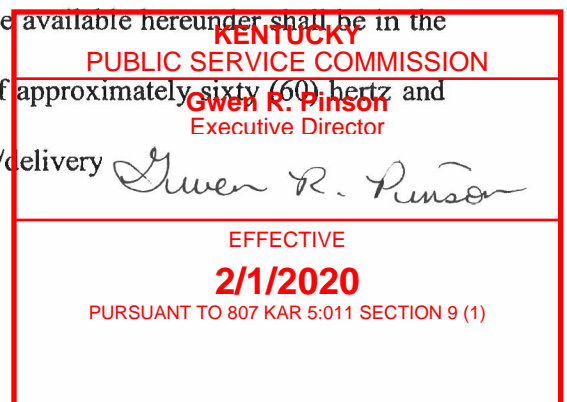
Any additional demand billed as a result of the application of the power factor adjustment, as described in the applicable EKPC and Cooperative tariffs, shall not be eligible for the interruptible demand credit and shall be billed at the appropriate demand rate as provided in the applicable tariff.

For billing from EKPC to Cooperative, EKPC will provide wholesale electricity to Cooperative for Member pursuant to the rates, charges, and provisions of EKPC's Rate Section B and EKPC's Section EDR – Economic Development Rider and where the billing demand shall be the minimum demand plus any excess demand as defined in EKPC's Rate Section B.

After one year from the Effective Date, Member may choose any existing tariff of Cooperative that is consistent with this Agreement and for which the Member qualifies. Such change will require two months' notice to Cooperative. Member agrees that if it chooses to change to an existing tariff it will remain on that tariff for one year.


The Cooperative and Member may mutually agree to rate changes at any time, subject to any necessary approval of the Commission.

3. **Availability of Power.** Subject to the other provisions of this Agreement, Cooperative shall make available to Member, and Member shall take and purchase from Cooperative, all of Member's requirements for electric power and energy and related services for the operation of Member's Plant. The Point of Delivery for power and energy made available hereunder shall be the point at which Member's Plant facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately sixty (60) hertz and at a nominal voltage of 13.2 kV at the demarcation/delivery



distribution agreement dated October 26, 2012 (“Demarcation Points”). Regulation of voltage shall be within such limits as prescribed in the applicable rules and regulations of the Commission. Maintenance by Cooperative at said Demarcation Points of the above described frequency and voltage within the above stated limits shall constitute availability of power for the purpose of this Agreement. The power and energy taken by Member hereunder, shall be measured by meters and associated metering equipment to be, or cause to be installed, operated and maintained by Cooperative or EKPC at its own respective costs. None of such electric power and energy shall be resold to third parties. The “Contract Demand” for service under this Agreement shall be 15,500 kW, with a monthly energy usage equal to or greater than 425 hours per kW of Contract Demand per month. Member shall have the right to increase or decrease said levels of Contract Demand, by giving written notice thirty (30) days prior to the date of the desired change, except that Contract Demand shall not be reduced below 5,000 kW. The power and energy made available to Member hereunder shall be delivered, taken, and paid for subject to the provisions of Paragraph 2 of this Agreement and Cooperative’s Rate Schedule XIII – Large Industrial Rate – LPB2, and the Interruptible Rider, applicable to demands in excess of the Firm Load, as approved by the Commission, and as modified from time to time by appropriate authority, copies of which are attached hereto and made a part hereof. Member shall comply with all requirements of such tariffs relating to eligibility for interruptible rates. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

4. **Interruptible Service.** In accordance with Cooperative’s Rate Schedule XIII – Large Industrial Rate LPB2 and the Interruptible Rider, service to :

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by approved communication medium from EKPC's Market Operations Center ("MOC"). Member initially chooses 6,000 kW of Firm Load with the balance being Interruptible Demand. Interruptible Demand shall not exceed 20,000 kW.

Member is currently engaged in a significant expansion of its operations and anticipates additional expansions in the future. In order to continue taking service under the Interruptible Rider, EKPC and the Cooperative agree that there will be a need to increase the Firm Load as the Member continues to expand its operations. Member shall have the right to request an increase in the Firm Load by giving written notice to the Cooperative and EKPC no later than January 31st of each year. The requested increase in the Firm Load shall not exceed 500 kW in any given year. Each request to increase the Firm Load will also include a three (3) year forecast of the Member's expected demand levels. The three (3) year forecast will correspond with the PJM delivery years, which start on June 1 and end on May 31 of the following year. The Cooperative and EKPC will review the request, and if agreed, shall provide the Member with a written acceptance of the requested increase in the Firm Load.

- a. **EKPC Economic Interruptions.** EKPC may interrupt Member to avoid purchasing energy from the PJM Market (an "Economic Interruption"). EKPC shall notify Member that it is calling for an interruption and the notice shall be defined as an Economic Interruption and include the number of hours of such interruption. EKPC will endeavor to provide as much advance notice of interruptions as practicable, but upon receiving any such notice the Member will have no greater than 30 minutes to reduce its electric power load to the Firm Load level. Member shall have the opportunity to be

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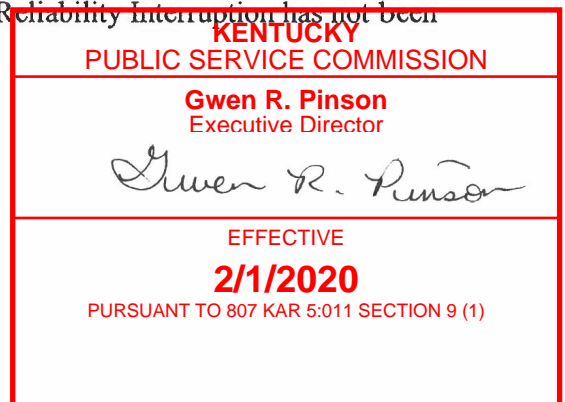
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Interruption and will pay for such buy-through energy. The rate for buy-through power shall be EKPC's out-of-pocket cost at the PJM EKPC Zone during the interruption hours, plus the Cooperative distribution charge. The amount of buy-through energy billed by the Cooperative to the Member will be the actual energy consumed by the Member above the Firm Load each hour of the Economic Interruption. Interruptible buy-through energy shall not include the base energy charge, a fuel adjustment charge or environmental surcharge.

- b. **EKPC Reliability Interruption.** EKPC has the right to call upon a physical interruption of Member's Interruptible Demand (a "Reliability Interruption") to participate in the PJM Demand Response Programs. EKPC shall notify Member that it is calling for an interruption and the notice shall be defined as a Reliability Interruption and include the number of hours of such interruption. Member must interrupt its Interruptible Demand, and buy-through energy provisions as described above are not available for Reliability Interruptions. For Reliability Interruptions, the terms and conditions of PJM's Capacity Program then in place shall apply. Under that Program, PJM shall notify EKPC of a Reliability Interruption at 30 minutes prior to the start of the interruption per the Cooperative's Interruptible Rider. EKPC shall then immediately notify Member of such interruption immediately and Member shall reduce its load to the Firm Load level defined above. PJM requires a one (1) hour interruption annually to test and verify load reduction capabilities if a Reliability Interruption has not been called for the PJM calendar year.



c. **Interruption Hours and Notice.** Member is contracting for interruptible service for all demand over the Firm Load as set forth above, with a total annual interruption of up to 400 hours. The sum of Economic Interruptions and Reliability Interruptions shall not exceed 400 hours on an annual basis. The annual period shall start on June 1 and end on May 31 of the following year. However, during the first year of this Agreement, the annual period shall begin with the effective date of the Agreement and end on May 31 of the following year. The total interruptible hours during the first year shall be pro-rated based on actual start date but shall not exceed 400 hours. Interruptions may occur between 6:00 a.m. to 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. to 10:00 p.m. EPT during the months of May through October. No interruption shall last more than 12 hours.

Notification of an interruption will be provided by EKPC to the Member by a communication medium approved by all parties from EKPC's MOC to the Member. The Member's Point of Contact ("POC") to provide the communication of the notice of interruption is as follows:

Primary POC	Position	Control Room
	Address	One Carbon Way Walton, Kentucky 41094
	Phone	(859) 817-3079
	Email	mbd.d.walton@safrangroup.com
	Text	(859) 322-5489

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Secondary POC	Position	Control Room Manager
	Address	One Carbon Way Walton, Kentucky 41094
	Phone	(859) 322-5489
	Email	robin.king@safrangroup.com
	Text	(859) 991-1958

EKPC’s POC is the MOC system operator on duty at the time of communication. The phone number for EKPC’s POC is (859) 745-9210, and email is generation.operations@ekpc.coop.


5. **Economic Development Rider (“EDR”)**. The Member has submitted an application to the Cooperative requesting service under the provisions of the Cooperative’s Section EDR – Economic Development Rider. The Member is an existing customer and is contracting for a minimum average billing load increase equal to or in excess of the amount required by said EDR tariff. The Member has represented that it plans to hire 80 new employees and will have an approximate capital investment of \$100,000,000.

a. **Economic Development Base Load (“ED Base Load”)**. The ED Base Load is 9,600 kW and was determined by averaging the Member’s previous three years’ monthly billing loads. The three year period ended March 2018. EKPC, the Cooperative, and the Member have agreed on the ED Base Load. The ED Base Load is not subject to adjustment or variation nor is it eligible for service under the EDR.

b. **Discount Period and Discount Rate to Demand Charges**. The Member has selected a five (5) year discount period option which re

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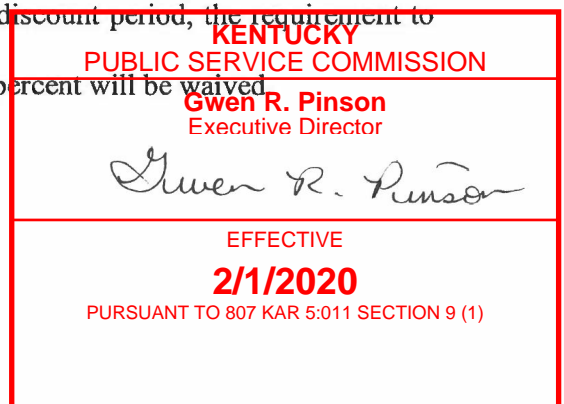
of ten (10) years. The discount to the total demand charge under this option will be:

First 12 consecutive monthly billings	50%
Next 12 consecutive monthly billings	40%
Next 12 consecutive monthly billings	30%
Next 12 consecutive monthly billings	20%
Final 12 consecutive monthly billings	10%

The discount shall be applied to the demand charges as stated in EKPC's Rate Section B and the resulting reduction shall be passed through to the Member without any revision or adjustment by the Cooperative. The discount rates shall apply to both the demand charge for the Contract Demand and the demand charge for billing demand in Excess of the Contract Demand. Any credits provided under any other demand-related rider shall be applied before the discounts as described above are applied. Thus the Interruptible Rider demand credit, as applicable, shall be applied to the Member's billing before the EDR discount. If during the discount period the Member elects to take service under the terms and conditions of another tariff offered by the Cooperative that does not correspond to EKPC's Rate Section B, the discount shall be applied to the demand charges of the EKPC rate schedule that corresponds to the Cooperative's tariff offering.

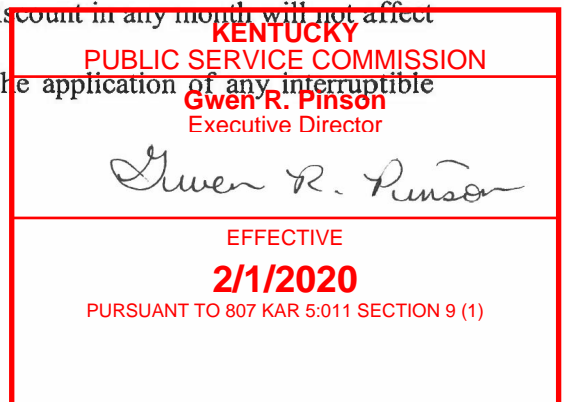
c. **Load Factor.** The Member agrees to maintain a minimum load factor of 60 percent during the months of the five (5) year discount period for the Member's total load, subject to the following parameters:

- (1) For the first 12 months of the discount period, the requirement to maintain a minimum load factor of 60 percent will be waived.



(2) For the remaining months of the discount period, the load factor will be determined each month. During the remaining months of the discount period, the Customer may fail to achieve the 60 percent minimum load factor for no more than eight (8) months. During those eight (8) months, the Customer will continue to receive the discount to the total demand charge. EKPC shall notify the Cooperative and the Cooperative shall notify the Member of each month the Member has failed to achieve the 60 percent minimum load factor yet continued to receive the discount to the total demand charge. The notification will include the calculation of the achieved load factor for the month.

Failure to maintain the 60 percent minimum load factor in any month beyond the eight (8) months described in part (2) above will result in the suspension of the discount to the total demand charge for that month. EKPC shall notify the Cooperative and the Cooperative shall notify the Member in a month where the discount to the total demand charge has been suspended. The notification will include the calculation of the achieved load factor for the month in question. The discount to the total demand charge will resume in the next subsequent month the 60 percent minimum load factor is achieved. However, the discount will resume at the discount rate applicable to the month of the discount period and failure to meet the 60 percent minimum load factor in any month will not extend the discount period. Failure to receive the EDR discount in any month will not affect the operation of the Interruptible Rider and the application of any interruptible demand credit.



For purposes of this Agreement, load factor is defined by the formula

$$\text{Load Factor} = \text{billed kWh} / (\text{billed kW} \times 730)$$

where billed kWh and billed kW shall be the energy usage and demand as billed by EKPC and 730 reflects the average number of hours in a month.

- d. **Capacity Purchases.** The Member agrees that EKPC and the Cooperative can only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured or are capable of being economically secured through a market purchase agreement. If additional capacity is secured through a market purchase, then the Member will be responsible for the costs of the market purchase agreement. The costs of the market purchase agreement will be disclosed separately on the Member's monthly bill.

The determination of the cost associated with a market purchase will be based on EKPC's participation in the PJM market. If the total load requirement for EKPC in any year is not increased with the inclusion of the Member's load, there will be no purchase or arrangement for additional capacity and consequently no additional capacity charges for that year. If a purchase or arrangement for additional capacity is required, the cost will be based on the market conditions at the time of the PJM Incremental Auction when the Member's load is first recognized. The cost will remain constant until the next PJM Incremental Auction, and could increase, decrease, or remain the same, depending on the results of each successive PJM Incremental Auction.

- e. **Other Customer Specific Costs.** Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

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- f. **Minimum Bill.** The minimum bill will equal the minimum bill as defined in the Cooperative's Rate Schedule XIII – Large Industrial Rate LPB2 plus the cost of any applicable capacity purchases and other customer specific costs, as described previously in this Agreement. The Cooperative's fuel adjustment clause and environmental surcharge, as established in the Cooperative's tariffs, shall be added to any minimum bill.
- g. **Early Termination.** In the event that the Member ceases operations at the Plant or otherwise stops taking service at the Plant within the initial term of this Agreement, the Member shall reimburse to EKPC and the Cooperative a portion of the EDR credits received by the Member. The EDR credit reimbursement shall be due within 30 days from the date the Member ceases operations at the Plant or stops taking service at the Plant. As used in this Agreement, EDR credits refers to the total dollar difference between the demand charges and environmental surcharge actually paid by the Member compared to the demand charges and environmental surcharge that would have been paid without the EDR discount. Any applicable Interruptible Rider demand credits will be included in the calculation of the demand charges and environmental surcharge that would have been paid without the EDR discount. If the Member ceases operations at the Plant or otherwise stops taking service at the Plant during the first five (5) years of the initial term of this Agreement, the Member shall reimburse 75 percent of the total EDR credits received by the Member ~~If the Member ceases operations at the Plant or otherwise stops taking service at the Plant during the final five (5)~~

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years of the initial term of this Agreement, the Member shall reimburse 50 percent of the total EDR credits received by the Member.

6. **Responsibilities of Member.** It is the responsibility of Member to be sure its phone is working and that someone is available 24 hours per day, 365 days per year to promptly respond to the EKPC communication. Member shall acknowledge to EKPC that they received notice of an interruption. If Member does not acknowledge the notice of interruption from EKPC for whatever reason, Member will be considered as failing to interrupt and the failure to interrupt provisions of the Cooperative's Rate Schedule XIII – Large Industrial Rate LPB2 and Interruptible Rider will be invoked.


Neither Cooperative nor EKPC shall be obligated to provide, or be responsible for providing, protective equipment for Member's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits, or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as is reasonably necessary for the protection of its own property and operations. The electrical equipment install by Member shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

7. **Continuing Jurisdiction of the Commission.** The rates, terms and conditions of this Agreement for electric service shall be subject to modification or change by Order of the Commission, during the initial ten-year term and thereafter. The rates provided hereinabove shall be adjusted to reflect any Commission approved changes in applicable tariff rates, including any FAC, Environmental Surcharge or changes in the base rates approved for EKPC and/or Cooperative on or after the Effective Date of this Agreement.

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8. **Voltage Fluctuations.** Member and Cooperative shall cooperate to see that Member's load is operated in accordance with prudent utility practices, as defined in Paragraph 11 below. Member agrees to operate its Plant and facilities to reduce voltage fluctuations or harmonic distortions. Cooperative will notify Member if its operations cause voltage fluctuations or harmonic distortions that result in interference with Cooperative's supply of service to other customers, and will attempt to identify and help Member correct such problems. Any substantial deviation from past practices, including the historical 92% power factor, that would cause additional voltage fluctuations or harmonic distortions requires approval from Cooperative. If Member fails to install and/or to operate the necessary facilities on its premises to correct the voltage fluctuations or harmonic distortions of its load based on applicable industry and IEEE standards, or to prevent such voltage fluctuations or harmonic distortions from interfering with Cooperative's supply of services to other customers, Cooperative shall have the right to deny service to Member. Any voltage fluctuations or harmonic distortions shall be corrected within twenty-four (24) hours after written notice from Cooperative to Member stating the voltage fluctuation or harmonic distortion problems.

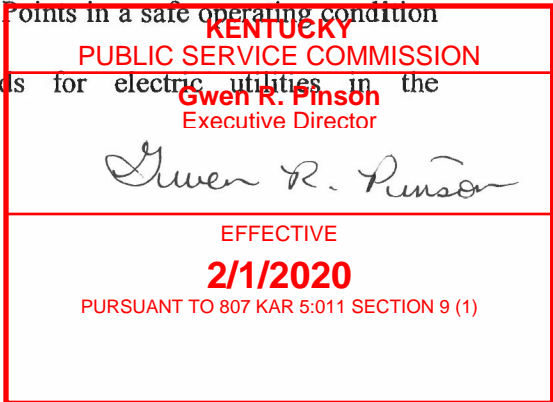
9. **Right of Access.** The duly authorized agents and employees of EKPC and/or Cooperative shall have free access at all reasonable hours to the premises of Member for the purpose of installing, repairing, inspecting, testing, operating, maintaining, renewing or exchanging any or all of their equipment which may be located on the premises of Member for reading or testing meters, or for performing any other work incident to the performances of this Agreement. The parties agree to take reasonable steps to protect the property of each other party located on its premises, and to

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tamper with the wiring and apparatus of the other party except such other party's agents or employees, or person authorized by law. It is agreed, however, that no party assumes the duty of inspecting the wiring or apparatus of any other party and shall not be responsible therefor.

10. **Right of Removal.** Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner annexation or attachment of real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time upon notice and approval of the other party remove all or any portion of such equipment, apparatus, devices, or facilities, unless otherwise agreed by the parties at the time of such termination. As a part of any such removal, the owner shall perform restoration as required for any damage caused by said removal.
11. **Prudent Utility Practice.** Each party shall design, construct and operate its facilities in accordance with prudent electric utility practice in conformity with generally accepted standards for electric utilities in the Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electric Safety Code.
12. **Maintenance of Equipment.** Each party agrees that it will at all times maintain its lines, equipment and other facilities up to the Demarcation Points in a safe operating condition

in conformity with generally accepted standards for electric utilities in the




Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electrical Safety Code and applicable IEEE standards.

13. **Billing and Payment.**


- a. **Regular Monthly Billing.** Cooperative will bill the Member each month for the cost of electric power and energy delivered to Member during the preceding month. This bill will clearly state the amount due and the corresponding due date.
- b. **Due Date.** Payment for electric power and energy furnished hereunder, including any amounts payable for replacement power or options pursuant to Paragraph 4 hereinabove, shall be due and payable at the office of Cooperative monthly in accordance with the applicable provisions of Cooperative's Rate Schedule XIII – Large Industrial Rate LPB2 and Interruptible Rider. If Member shall fail to pay any such bill as provided in said tariffs, Cooperative may discontinue delivery of electric power and energy hereunder ten (10) days following written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Member to pay the minimum monthly charge provided in the attached Rate Schedules. When the Cooperative does not receive payment for services rendered by the due date, then the Member shall forfeit the 5% prompt payment discount and shall pay the gross amount due. All amounts unpaid when due may be subject to a charge for late payment, as provided in the applicable Rate Schedules.

- c. **Security.** Should Member have two late payments within a 12-month period, Member agrees to provide a form and amount of bill payment security acceptable to Cooperative, and payable to Cooperative, for the

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The amount of payment security may be changed at the request of Cooperative to match any changes in load by Member. Such payment security may be equal to, but shall not exceed two times the amount of Member's average monthly bill. The payment security shall be promptly payable to Cooperative, upon demand, due to non-payment by Member and in accordance with the conditions set forth in subsections (a) and (b) above.

14. **Meter Testing and Billing Adjustment.** EKPC or Member shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. EKPC or Member shall also make, or cause to be made, special meter tests at any time during normal business hours at Member's request. The costs of all tests shall be borne or provided for by Cooperative, provided, however, that if any special meter test made by Member's request shall disclose that the meters are recording accurately Member shall reimburse Cooperative for the cost of such test. Meters registering not more than two (2) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate (as defined above) shall be corrected for the period during which meter error is known to have existed, or if not know, for one-half the elapsed time since the last such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the parties shall agree as to the amount of kW Demand and energy furnished during such period. Such estimates shall be based on Member's operating records for the period in question, historical load records and other pertinent data and records, and Cooperative shall render a bill to Member therefore.

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Meter calibration records will be provided by the Cooperative upon request from the Member.

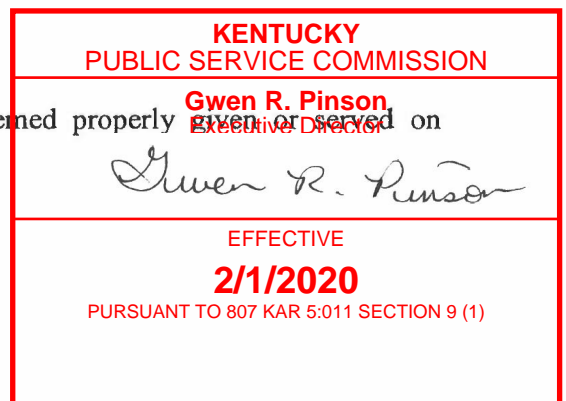
15. **Membership/Capital Credits.** Cooperative is a non-profit Kentucky corporation and Member will benefit from any savings or reductions in cost-of-service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws; provided, however, Cooperative's Board of Directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to Cooperative by EKPC until EKPC shall have retired such capital credited to Cooperative. Member shall participate in capital credits of Cooperative in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation and Bylaws. However, capital credits shall not be recorded for the Member during the five (5) year EDR discount period.
16. **Notices.** Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative and EKPC if mailed to:

Owen Electric Cooperative, Inc.
Attn: Mike Stafford
P. O. Box 400
Owenton, KY 40359-0400

And

East Kentucky Power Cooperative, Inc.
Attn: Senior Vice President of Power Supply
4775 Lexington Road
P. O. Box 707
Winchester, KY 40392-0707

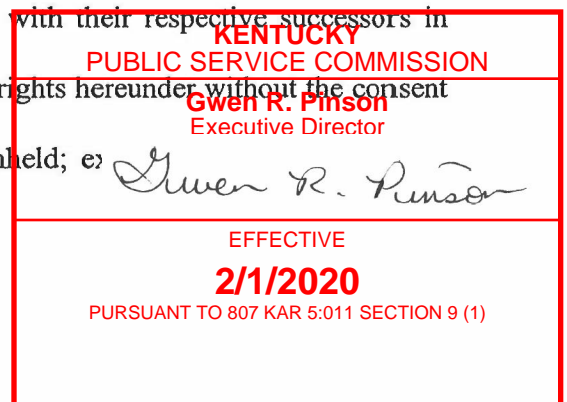
Any such notice, demand, or request shall be deemed properly given or served on Member if mailed to:



Safran Landing Systems Kentucky LLC
One Carbon Way
Walton, KY 41094

Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

17. **Responsibility for Damages or Loss.** The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Demarcation Points it becomes the responsibility of the Member. Neither Cooperative nor EKPC shall be liable for loss or damage to any person or property whatsoever, and Member agrees to indemnify and hold EKPC and/or Cooperative harmless for damages suffered by any individual or business entity resulting directly or indirectly from the use, misuse or presence of the said electric power and energy on Member's premises, or elsewhere, after it passes the Demarcation Points, except where such loss or damage shall be shown to have been occasioned by the gross negligence of EKPC or Cooperative, their agents or employees.
18. **Continuity of Service.** Cooperative shall use reasonable diligence required of a public utility in Kentucky to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, neither EKPC nor Cooperative shall be liable therefor or for damages caused thereby.
19. **Successor in Interest – Assignment.** The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. No party to this Agreement may assign its rights hereunder without the consent of the other, which shall not be unreasonably withheld; e)



assign this Agreement to the Rural Utilities Service (“RUS”) and/or any other lenders to Cooperative without such consent.

20. **Force Majeure.** The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party’s control (a “force majeure”), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence, is diligently seeking to cure said force majeure, and gives notice to the other party within a reasonable time of such cure. As used in this Section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of public enemy; riots; storms; floods; civil disturbances; explosions; failure of machinery or equipment; unavoidable disruptions in power deliveries from EKPC; or actions of federal, state, or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure shall relieve Member of the obligation to pay the minimum monthly charge provided herein or in the attached rate schedules.

21. **Approvals.** The rates and charges for electrical service established hereunder are subject to approval by the Commission pursuant to Kentucky Revised Statutes, Chapter 278, and any necessary approvals by the RUS and the National Rural Utilities Cooperative Finance Corporation. The parties covenant to use their best efforts to forthwith seek and support such approvals for this Agreement by filing such papers, presenting such testimony and taking such other action as may be necessary or appropriate to secure the same.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
2/1/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

22. **Modifications.** Any future revisions or modifications of this Agreement, except as provided in Paragraph 7, hereinabove, shall require the unanimous written approval of Cooperative and Member, and any necessary approvals by RUS, any other lenders to Cooperative, and the Commission.

23. **Miscellaneous.**

a. **Headlines of Articles.** Headings of articles of this Agreement 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 Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, notwithstanding any principles of choice of law.

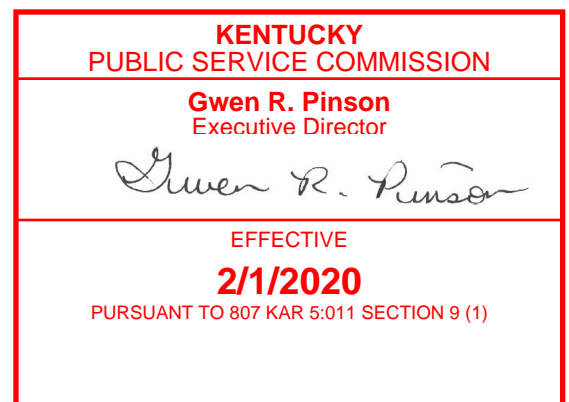
d. **Venue.** Any actions or claims arising from or relating to this Agreement shall be instituted in the Circuit Court of Boone County, Kentucky and each party hereto expressly acknowledges that such forum is convenient and acceptable.

e. **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 on connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

f. **Prior Agreements.** The parties hereby acknowledge that this Agreement contains the entire agreement among the parties and supersedes all prior agreements and understandings related to the subject n

<p style="text-align: center;">KENTUCKY PUBLIC SERVICE COMMISSION Gwen R. Pinson Executive Director</p> <p style="text-align: center;"><i>Gwen R. Pinson</i></p>
<p style="text-align: center;">EFFECTIVE 2/1/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

- g. **Counterparts.** This Agreement 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 Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

SAFRAN LANDING SYSTEMS KENTUCKY LLC.

Philippe Garnier
SIGNATURE
TITLE: *CEO*

BY *Philippe GARNIER*
PRINTED NAME:

ATTEST: *[Signature]*

Kris Cunny PM

EAST KENTUCKY POWER COOPERATIVE, INC.

Anthony S. Campbell
SIGNATURE
TITLE: *Pres./CEO*

BY *Anthony S. Campbell*
PRINTED NAME:

ATTEST: *Jeri K. Combs*

OWEN ELECTRIC COOPERATIVE, INC.

Michael Cobb
SIGNATURE
TITLE: *Interim CEO*

BY *Michael Cobb*
PRINTED NAME:

ATTEST: *Mike Stafford*

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director <i>Gwen R. Pinson</i>
EFFECTIVE 2/1/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

12th Revised SHEET NO. 22A

CANCELING P.S.C. KY. NO. 6

11th Revised SHEET NO. 22A

Owen Electric Cooperative, Inc.
(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XIII - LARGE INDUSTRIAL RATE LPB2

(Page One of Two)

- A. Applicable - to all territory served by the Seller.
- B. Available - to all consumers which are or shall be members of the Cooperative where the monthly contract demand is 5,000 KW or over with a monthly energy usage equal to or greater than 425 hours per KW of billing contract demand.

C. Rates

Customer Charge	\$3,042.58	Per Month	
Demand Charge	\$ 7.25	Per KW of Demand of Contract Demand	
	\$ 9.98	Per KW of Demand in excess of Contract Demand	
Energy Charge	\$0.04204	Per KWH for all KWH equal to 425 hours per KW of Billing Demand	(R)
Energy Charge	\$0.04117	Per KWH for all KWH in excess of 425 hours per KW of Billing Demand	(R)

- D. Billing Demand - the billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The customer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the hours listed for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable for Demand Billing EST</u>
October through April	7AM - 12:00 Noon; 5PM - 10PM
May through September	10AM - 10PM

- E. Billing Energy - the billing energy shall be the contract demand multiplied by 425 hours or the actual energy used in the current month by the load center, whichever is greater.

- F. Minimum Monthly Charge - the minimum monthly charge shall not be less than the sum of (1), (2), and (3) below:

- (1) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (2) The product of the contract demand multiplied by 425 hours and the energy charge per KWh.
- (3) The customer charge.

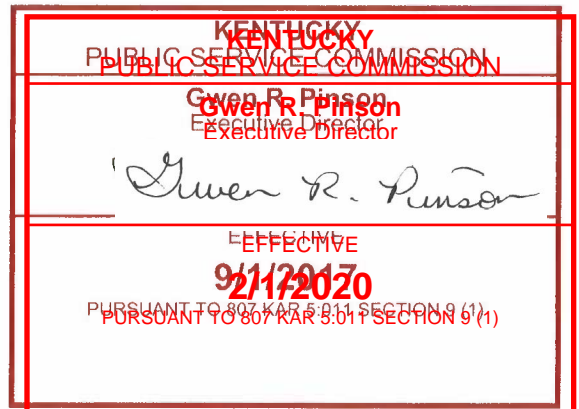
DATE OF ISSUE August 21, 2017
Month / Date / Year

DATE EFFECTIVE Service rendered on and after September 1, 2017
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President /CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2017-00018 DATED August 7, 2017



FOR Entire Territory Served
Community, Town or City

P.S.C. KY. NO. 6

2nd Revised SHEET NO. 22B

CANCELLING P.S.C. KY. NO. 6

1st Revised SHEET NO. 22B

Owen Electric Cooperative, Inc.

(Name of Utility)

CLASSIFICATION OF SERVICE

SCHEDULE XIII - LARGE INDUSTRIAL RATE LPB2 (continued)

(Page Two of Two)

(T)

G. Power Factor Adjustment - the consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

H. Fuel Adjustment Clause - the monthly kilowatt hour usage shall be subject to plus or minus an adjustment per kWh determined in accordance with the "Fuel Adjustment Clause".

I. Special Provisions

(T)

1. Delivery Point- if service is furnished at secondary voltage, the delivery point shall be the metering point, unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

J. Terms of Payment - the above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date the bill was rendered, the prompt payment discount shall be forfeited and the gross amount shall apply.

This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240, and as approved by the Commission Order of March 31, 1981.

DATE OF ISSUE April 8, 2009
Month / Date / Year

DATE EFFECTIVE April 1, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-0421 DATED March 31, 2009

KENTUCKY PUBLIC SERVICE COMMISSION
OF KENTUCKY
Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE 2/1/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
By *[Signature]*
Executive Director

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 31
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 31

Owen Electric Cooperative, Inc.

 (Name of Utility)

CLASSIFICATION OF SERVICE

(Page One of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE

- A. Standard Rider – this Interruptible Service Rate is a rider to Rate Schedules 2, 2A, 8, 9, 10, 11, 12, and 13.
- B. Applicable – to the entire territory served.
- C. Available – this schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the 12-month period ended May 31.
- D. Monthly Rate – A monthly demand credit per kW is to be based on the following matrix:

Annual Hours of Interruption

Notice Minutes	200	300	400
30	\$4.20	\$4.90	\$5.60

E. Determination of Measured Load – Billing Demand

The monthly billing demand shall be the highest average rate at which energy is used during any fifteen consecutive minute period during the below listed hours:

Months	Hours Applicable for Demand Billing - E.P.T.
November through April	6:00 a.m. to 9:00 p.m.
May Through October	10:00 a.m. to 10:00 p.m.

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the minimum billing demand as specified in the contract.

(T) ↓

DATE OF ISSUE October 5, 2015
 Month / Date / Year
 DATE EFFECTIVE November 5, 2015
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00421 DATED March 31, 2009

KENTUCKY
 PUBLIC SERVICE COMMISSION

JEFF R. PEROUEN
 Executive Director

Jeff R. Perouen

2/11/2020
 EFFECTIVE

11/5/2015
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 32
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 32

Owen Electric Cooperative, Inc.
 (Name of Utility)

CLASSIFICATION OF SERVICE

(Page Two of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE (continued)

F. Conditions of Service for Member Contract

1. The member will upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.
2. The Cooperative will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperative's "Rules and Regulations" except as set out herein and/or provisions agreed to by written contract.
4. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The Customer shall arrange his wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
6. The Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Member's premises, required for interruptible service.
7. A Member's plant is considered as one or more buildings which are served by a single electrical distribution system, provided and operated by the Member. When the size of the Member's load necessitates the delivery of energy to the Member's plant over more than one circuit, the Cooperative may elect to connect its circuits to different points on the Member's system.
8. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months advance written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.
9. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Member.
10. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.

DATE OF ISSUE October 5, 2015
 Month / Date / Year
 DATE EFFECTIVE November 5, 2015
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00421 DATED March 31, 2009

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEBOUEN
Gwen R. Punsan
 EXECUTIVE DIRECTOR

Gwen R. Punsan

EFFECTIVE
2/1/2020
1/5/2015

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

FOR Entire Territory Served
 Community, Town or City
 P.S.C. KY. NO. 6
2nd Revised SHEET NO. 33
 CANCELLING P.S.C. KY. NO. 6
1st Revised SHEET NO. 33

Owen Electric Cooperative, Inc.
 (Name of Utility)

CLASSIFICATION OF SERVICE

(Page Three of Three)

SCHEDULE XV - COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE SERVICE (continued)

G. Calculation of Monthly Bill

The monthly bill is calculated on the following basis:

1. Sum of the customer charge, plus
2. Minimum billing demand in kW multiplied by the firm capacity rate, plus
3. Interruptible billing demand in kW multiplied by interruptible rate, plus
4. Energy usage in kWh multiplied by the energy rate.

H. Number and Duration of Interruptions

1. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours.
2. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
3. The maximum number of annual hours of interruption shall be in accordance with the customer contracted level of interruptible service.

I. Charge for Failure to Interrupt

If the member fails to interrupt load as requested by the Cooperative, the Cooperative shall bill the entire billing demand at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted load is equal to actual load during requested interruption minus firm load.

(T) ↓

DATE OF ISSUE October 5, 2015
 Month / Date / Year
 DATE EFFECTIVE November 5, 2015
 Month / Date / Year
 ISSUED BY [Signature]
 (Signature of Officer)
 TITLE President/CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
 IN CASE NO. 2008-00421 DATED March 31, 2009

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. PEROUEN
 Owen R. Penson
 EXECUTIVE DIRECTOR

Owen R. Penson

2/11/2020
1/15/2015

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 11A

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

Section EDR

Economic Development Rider

Applicability

The EDR is available in all the service territory served by Owen Electric Cooperative.

Availability

Available as a rider to qualifying Owen Electric Cooperative non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.'s ("EKPC") Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, Owen Electric Cooperative, and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission").

Economic Development

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load"). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:
 - a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Owen Electric Cooperative, and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
 - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load's value is established, it will not be subject to variation or eligible for service under the EDR.

DATE OF ISSUE October 1, 2014

MONTH / DATE / YEAR

DATE EFFECTIVE November 1, 2014

MONTH / DATE / YEAR

ISSUED BY [Signature]

SIGNATURE OF OFFICER

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
Executive Director**
Gwen R. Pinson
Executive Director

2/1/2020
Dave Dineen
EFFECTIVE

10/1/2014

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 11B

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

Section EDR (con't.)

- c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Owen Electric Cooperative, and the customer concerning the affected portion of the customer's ED Base Load.
- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
 - a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
 - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6th of the remaining months of the discount period.
 - c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
 - a. A description of the new load to be served;
 - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
 - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.
- 7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Owen Electric Cooperative on or after November 1, 2014.

DATE OF ISSUE October 1, 2014

MONTH / DATE / YEAR

DATE EFFECTIVE November 1, 2014

MONTH / DATE / YEAR

ISSUED BY _____



SIGNATURE OF OFFICER

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
PUBLIC SERVICE COMMISSION

JEFF R. DEBOUEN
Gwen R. Pinson
EXECUTIVE DIRECTOR
Executive Director

Gwen R. Pinson

2/1/2020
10/1/2014

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

FOR Entire Territory Served

PSC KY NO. 6

Original SHEET NO. 11C

CANCELLING PSC KY NO. _____

SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

Section EDR (con't.)

Rate

The rate available under the EDR shall be in the form of a discount to the Total Demand Charge on the EKPC rate section applicable to the customer. The Total Demand Charge is the sum of all demand charges, including any credits provided under any other demand-related rider, before the EDR discounts as described below are applied. A customer taking service under the EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following discount options:

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years
Discount to Total Demand Charge:			
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

The discount will not be smaller than the amount calculated from the EKPC rate sections.

Terms and Conditions

- 1) EKPC and Owen Electric Cooperative will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

DATE OF ISSUE October 1, 2014
MONTH / DATE / YEAR

DATE EFFECTIVE November 1, 2014
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
Owen R. Pinson
EXECUTIVE DIRECTOR

[Signature]
EFFECTIVE

2/1/2020
10/1/2014

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

FOR _____ Entire Territory Served _____

PSC KY NO. _____ 6 _____

Original _____ SHEET NO. _____ IID _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Owen Electric Cooperative, Inc.
(NAME OF UTILITY)

Section EDR (con't.)

- 3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Owen Electric Cooperative initiates' service to the customer.
- 4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract; the successor customer may be allowed to fulfill the balance of the EDR special contract.
- 5) EKPC and Owen Electric Cooperative may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

DATE OF ISSUE _____ October 1, 2014 _____

MONTH / DATE / YEAR

DATE EFFECTIVE _____ November 1, 2014 _____

MONTH / DATE / YEAR

ISSUED BY _____  _____

SIGNATURE OF OFFICER


TITLE _____ President/CEO _____

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
Owen R. Pinson
EXECUTIVE DIRECTOR


EFFECTIVE

2/1/2020
10/1/2014

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