

Smart Energy Opportunities				
Category	Participation Prerequisite	Participation Includes	Participate (Yes/No)	Participate (Yes/No)
TVA Incentive	TVA Renewable Standard Offer (> 30 MW, but less than 200 MW)	Install eligible renewable generation system (1.1 MW to 200 MW) to sell energy to TVA	<input type="checkbox"/>	<input type="checkbox"/>
	TVA EnergyRight Solutions for Industry	Participate in TVA's Incentive Program, www.EnergyRight.com	<input type="checkbox"/>	<input type="checkbox"/>
TVA Energy Efficiency	TVA EnergyRight Solutions for Businesses	Participate in TVA's EnergyRight Solutions for Business, www.EnergyRight.com	<input type="checkbox"/>	<input type="checkbox"/>
	TVA EnerTDC Demand Response	Participate in the load reduction initiative with TVA and your local Power Distributor	<input type="checkbox"/>	<input type="checkbox"/>
TVA Real-time Demand Response & Outage	TVA 5 or 15 Minute Response (SMR or DMAR)	Participate in this system peak management initiative with TVA and your local Power Distributor	<input type="checkbox"/>	<input type="checkbox"/>
	TVA Time of Use (TOU)	Sign up for TOU energy rates with TVA or your local Power Distributor	<input type="checkbox"/>	<input type="checkbox"/>
	Reserve Preservation	Participate in this system peak management initiative with TVA and your local Power Distributor	<input type="checkbox"/>	<input type="checkbox"/>
TVA Energy Efficiency	Off-Peak Pricing	Participate in this load management initiative with TVA and your local Power Distributor	<input type="checkbox"/>	<input type="checkbox"/>
	US Green Building Council - LEED Certification	Achieve LEED certification for the building or facility	<input type="checkbox"/>	<input type="checkbox"/>

VII Award Application Information

Customer's legal name for VPI Contract: Platinum's Pride Corporation
 Match this name to the Power Contract

Customer OAHIS number: 141234567

Person to receive notices related to any VPI contract: Jim Mullin

Title: Head of Energy Procurement

Mailing address: 1770 Pennyway Circle Orchard CO 80514
Street Address City State Zip Code

E-mail address: Jim.Mullin@platinum.com

Telephone number: (303) 506-7658

Select a VPI payment schedule:

3-Yr Fixed Load 3-Yr Flat 3-Yr Load Tracking 3-Yr Bidding

Multiple customers may bid for the same VPI contract. Customers who bid for a contract will be notified by email of the results of the bidding process. Customers who do not bid for a contract will not be notified. Customers who bid for a contract and do not win the contract will be notified by email of the results of the bidding process. Customers who bid for a contract and win the contract will be notified by email of the results of the bidding process.

Customer must provide with this form:
 (a) Copies of the contract award notice, award and contract documents received from the Power Distributor.
 (b) A copy of Customer's contract form from the Power Distributor.

I am an authorized representative of the Customer listed below, and I certify to TVA that the above information is true and correct.

Platinum's Pride Corporation

Jim Mullin
 Name
Head of Energy Procurement
 Title
[Signature]
 Signature
1/17/13
 Date

I am an authorized representative of the Power Distributor listed below, and I certify to TVA that the Plant information and Base Peak Power Usage above is true and correct.

West Kentucky Rural Electric Cooperative Corporation

Roy H. Mayes
 Name
VP of Finance & ADM
 Title
[Signature]
 Signature
1-18-13
 Date

This form is for use by customers who are bidding for a VPI contract. It is not to be used for any other purpose. It is the property of TVA and its use is restricted to the bidding process. It is not to be distributed outside the bidding process. It is not to be used for any other purpose. It is the property of TVA and its use is restricted to the bidding process.

TVA RESTRICTED INFORMATION: This Form is the property of TVA and is not intended for further distribution. Except as may be otherwise be required by law, (a) neither Customer nor Distributor shall disclose this document or its contents except to one another and/or TVA; (b) TVA and Distributor will not disclose confidential information provided by Customer herein without Customer's consent.

Attachment 1
Definitions

- A.1.1 "Annual Load Factor" shall mean the percentage calculated by dividing a Plant's total metered energy for any year by the product of the highest Total Metered Demand for that year and the number of clock hours in that year.
- A.1.2 "Award Period" shall mean the period from the first billing period in which a Customer is scheduled to receive a VII Bill Credit through the 5th anniversary of said billing period.
- A.1.3 "Base Year" shall mean the 12-month period immediately preceding the date a Customer submits a VII Award Application.
- A.1.4 "Commercial Operation Date" shall mean the date certified by Customer and agreed to by TVA when the Plant achieved Commercial Operation. Factors to be considered by Customer in determining and certifying to TVA that a Plant has achieved Commercial Operation include but are not limited to the following: whether Plant construction is complete; whether testing is complete; whether the Plant is regularly producing goods or services for sale; whether Plant assets have been placed in service for Federal income tax purposes; and whether the Plant is purchasing firm power pursuant to a written power contract conforming with A.2.2.
- A.1.5 "Customer" shall mean a company purchasing power for its Plant from TVA or a distributor of TVA power under a written power supply contract(s).
- A.1.6 "Customer Average Wage" shall mean the Customer's total annual payroll (minus benefits) for Full-Time Equivalent Employees divided by the number of Full-Time Equivalent Employees.
- A.1.7 "Evaluation Period" shall mean the period from either (a) the date of submission of a Customer's completed VII Award Application, or (b) the date on which Customer's Qualifying Plant achieves Commercial Operation, whichever is later, through the 5th anniversary of said date.
- A.1.8 "Full-Time Equivalent Employee" for any month shall mean the sum of (a) the number of full-time on-site Plant employees and contractors of a Customer who spend 100% of their work time on Plant-related matters in that month and (b) a number equal to the sum of total hours worked on Plant-related matters in that month by (i) full-time on-site Plant employees of Customer who spend less than 100% of their work time on Plant-related matters and (ii) part-time on-site Plant employees of Customer divided by the number of work hours in that month (based on an 8-hour work day, Monday through Friday).
- A.1.9 "Nonconforming Loads" shall mean electrical loads which use power instantaneously, subject the TVA system to extreme fluctuations, have a total contract demand of more than 50 MW, and have one or more of the following characteristics:
- expected load swings of approximately 50 MW or more and ramp rates of approximately 10 MW or more per minute,
 - loads with expected daily reactive power ramp rates of 50 MVAR or more per minute,
 - loads known to create voltage flicker exceeding the limits set out in the Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or
 - loads known to create harmonic current distortions exceeding the limits set out in IEEE Standard 519.
- A.1.10 "Plant" shall mean all (a) physical personal property and (b) things attached, annexed, or fixed to the Customer's real property (such as Customer's building) that are (1) used in the Customer's trade or business characterized by the same NAICS code(s), (2) depreciable for federal income tax purposes, and (3) located on contiguous real property in the TVA service area.
- A.1.11 "Plant Book Value" shall mean the most recent depreciated value of a Customer's Plant for Federal income tax purposes, as of the date Customer submits a VII Award Application.
- A.1.12 "Qualifying Customer" shall mean a Customer that submits a VII Award Application and is found by TVA to meet the Customer eligibility requirements.
- A.1.13 "Qualifying Plant" shall mean a Plant for which a Customer has submitted a VII Award Application and is found by TVA to meet the Plant eligibility requirements.
- A.1.14 "Total Metered Demand" shall mean the average during any 30-consecutive-minute period beginning or ending on a clock hour of the total load at the Customer's Plant measured in kW.
- A.1.15 "Total Capital Investment" shall mean the sum of the following during the Evaluation Period:
- investments in the Plant which Customer intends to depreciate for Federal income tax purposes;
 - the depreciated book value of Customer assets transferred to the Plant from outside the TVA service area; and
- In the event TVA provides Customer a VII Preliminary Evaluation prior to Customer's Commercial Operation Date, the Total Capital Investment shall also include the sum of the following during the period from the date TVA first provides a VII Preliminary Evaluation through the beginning of the Evaluation Period:
- investments in the Plant which Customer intends to depreciate for Federal income tax purposes;
 - the depreciated book value of Customer assets transferred to the Plant from outside the TVA service area; and
 - the appraised value of real estate and existing building(s), if any, which are part of the Plant and are acquired by Customer pursuant to a purchase and/or lease or which Customer becomes otherwise legally entitled to occupy.
- A.1.16 "VII Metrics" shall mean the information necessary for TVA to determine a Qualifying Customer's monthly award under the VII Program. For any year, the VII Metrics shall include the year's:
- total Plant kWh usage and highest Total Metered Demand for each month,
 - contribution towards the Total Capital Investment,
 - average number of Full-Time Equivalent Employees,
 - Customer Average Wage,
 - Annual Load Factor.
- The VII Metrics shall be based on the most current data available and certified by Customer's duly authorized officer.

Attachment 2
Eligibility

- A.2.1 A Qualifying Customer with a Qualifying Plant will be eligible for a VII award.
- A.2.2 **Contractual Requirements.** A Customer's power supply contract(s) for power supplied to its Plant must provide for the Customer to purchase firm power for a term at least as long as the Customer's VII Award Period under a general service rate schedule or a manufacturing service rate schedule, or any replacement schedule of the general service or manufacturing service rate schedule. The power supply contract(s) may include a standard pricing overlay under a separate agreement implementing a TVA-approved program, subject to all of the standard terms and conditions under which the program is offered.
- A.2.3 **Minimum Demand Requirements.** A Customer's power supply contract must provide for a firm contract demand of at least 250 kW. Customers with meaningful Base Year data as solely determined by TVA must establish a Total Metered Demand of at least 250 kW in each month of the Base Year. Further, a Customer will not be eligible to receive a monthly award under the VII Participation Agreement in any month where the Total Metered Demand is not at least 250 kW.
- A.2.4 **Minimum Capital Investment.**
- A Customer with meaningful Base Year data for its Plant must make a Total Capital Investment of at least 25 percent of its Plant Book Value including minimums of
- 5 percent of its Plant Book Value by the end of the first Evaluation Period year,
 - 8 percent of its Plant Book Value by the end of the second Evaluation Period year,
 - 11 percent of its Plant Book Value by the end of the third Evaluation Period year,
 - 14 percent of its Plant Book Value by the end of the fourth Evaluation Period year, and
 - 25 percent of its Plant Book Value by the end of the fifth Evaluation Period year.
- Whether Base Year data for a Plant is meaningful shall be solely determined by TVA.
- A.2.5 **Minimum Workforce Requirements.** A Customer must employ at least 25 Full-Time Equivalent Employees during each month of the Customer's Base Year, if any, and during each month of the Customer's Evaluation Period. Further, a Customer that eliminates, or projects the elimination of, 50% or more of its Full-Time Equivalent Employees during the Evaluation Period shall not be a Qualifying Customer.
- A.2.6 **Nonconforming Loads.** A Plant with Nonconforming Load characteristics shall not be a Qualifying Plant.
- A.2.7 **Ineligible Industry Sectors.** A Plant where the major use of electricity is for activities which are classified with one of the following North American Industry Classification System (NAICS) codes shall not be a Qualifying Plant:
- Excluded Sectors - Corresponding NAICS Codes:**
- Agriculture, Forestry, Fishing, and Hunting - 11
 - Mining - 21
 - Utilities - 22
 - Construction - 23
 - Retail Trade - 44-45
 - Transportation - 48, 491, 492
 - Real Estate and Rental and Leasing - 53
 - Administrative and Support and Waste Management and Remediation Services - 56
 - Educational Services - 61
 - Health care and Social Assistance - 62
 - Arts, Entertainment, and Recreation - 71
 - Accommodations and Food Service - 72
 - Other Services - 81
 - Public Administration - 92
- Provided however that a Plant where the major use of electricity is for activities within an excluded NAICS code may participate in the program under the following conditions:
- The Plant's sub-sector industry multiplier and Customer Average Wage exceed the Valley average;
 - The Customer provides documentation demonstrating economic development support and/or incentives being provided by state and/or local economic development partners; and
 - TVA's VII Committee determines that the Customer meets the above requirements, other VII qualification criteria, and programmatic intent.
- A.2.8 **Financial Review.** A Qualifying Customer must be determined by TVA to be financially viable. In order to facilitate TVA's evaluation of a Customer's financial condition, a Customer will provide, upon request by TVA: (i) a copy of Customer's three most recent annual reports containing consolidated financial statements and its most recent quarterly report containing consolidated financial statements; and (ii) such different or additional financial information as TVA may from time to time request for TVA's use in evaluating Customer's financial condition. The financial statements to be provided by Customer shall be prepared in accordance with generally accepted accounting principles.
- A Customer may provide financial statements requested in subsection (i) above for a parent entity of Customer, if Customer-level statements are not available. By signing a Valley Investment Initiative Award Application, such a Customer certifies that Customer is a wholly owned subsidiary of the parent entity and Customer's financial information is consolidated within the financial statements of the parent entity.
- TVA will consider a Customer financially unstable and ineligible for the VII program under the following conditions:
- Customer or Customer's parent entity is reorganizing or winding down in bankruptcy as of the date it submits a VII Award Application;
 - Customer's risk levels exceed allowable levels as solely determined by TVA; or
 - Customer fails to provide adequate power contract performance assurance as required by Distributor.
- A.2.9 **Meter Data.** A Qualifying Customer must have arrangements in place with TVA and/or Customer's Distributor to provide for the collection, processing (if any), and transmission to TVA of total Plant kWh usage and highest Total Metered Demand for each month of the Base Year, if applicable, and Evaluation Period.

COPY

NEW DELIVERY POINT AGREEMENT
Between
WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION
And
TENNESSEE VALLEY AUTHORITY

Date: _____

TV-59577A, Supp. No. 87

THIS AGREEMENT, made and entered into between WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (Distributor), a cooperative corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

W I T N E S S E I H:

WHEREAS, Distributor purchases power from TVA for resale at specified delivery points under Power Contract TV-59577A, dated April 26, 1982, as amended (Power Contract); and

WHEREAS, Distributor is building the Ralph C. Edrington 161-kV Substation (New Substation) near Milburn, Kentucky, with a target in-service date of July 1, 2013; and

WHEREAS, the parties wish to amend the Power Contract to add a new delivery point at the New Substation;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, the parties agree as follows:

SECTION 1 - CONSTRUCTION BY DISTRIBUTOR

Distributor shall at its expense:

- (a) provide the New Substation,
- (b) perform all work on its distribution system necessary to enable it to take power and energy at the New Substation on or as soon as practicable after the date the New Substation is completed,
- (c) install a 13-kV metering installation, provided by TVA, in the New Substation, as described in section 5 of this agreement,
- (d) install relays, provided by TVA, in the New Substation as described in section 6 of this agreement,

access to the metering installation, and Distributor will supply TVA, at no charge, 120-volt power for TVA's cellular phone.

- c) TVA shall provide connection points from the metering transformer secondary circuits and 0.5-ampere fused potentials from the 13-kV revenue metering installation for connection to Distributor's parallel metering equipment. Distributor shall carry out this parallel metering arrangement in a manner acceptable to TVA (as set out in TVA's Revenue Metering Guide for Customer-Owned Substations) and shall not adversely affect the safe and efficient operation of TVA's facilities. The metering output from the metering installation shall be made available in accordance with section 3 of the Terms and Conditions.

SECTION 6 - RELAY INSTALLATION

TVA and Distributor shall cooperate in providing and installing at the New Substation an underfrequency load shed relay and lock out relay with accessory equipment (Relays). In accordance with plans and specifications satisfactory to TVA, Distributor shall at its expense install the Relays and thereafter remove or replace them at TVA's request. TVA shall at its expense furnish the Relays and any needed replacements for them and shall operate, maintain, and repair the Relays. The relays shall receive 3-phase potentials from Distributor's potential transformers.

SECTION 7 - CIRCUIT SWITCHER INSTALLATIONS

In accordance with plans and specifications satisfactory to TVA, Distributor shall, at its expense, provide and install back-to-back circuit switchers for transformer bank protection.

SECTION 8 - WAVE TRAP INSTALLATIONS

TVA and Distributor will cooperate in providing and installing an 800 Amp Phase B wave trap and related facilities (Wave Trap) at the New Substation. In accordance with plans and specifications satisfactory to TVA, Distributor shall at its expense install the Wave Trap and thereafter remove or replace the Wave Trap at TVA's request.

TVA shall at its expense (a) provide the Wave Trap, (b) provide any needed replacements of the Wave Trap, and (c) operate, maintain, and repair the Wave Trap.

TERMS AND CONDITIONS **(New Delivery Point)**

SECTION 1 - COORDINATION

1.1 **Objectives of Coordination.** The parties agree that it is necessary to coordinate their efforts under this agreement to ensure that the following objectives are met: (a) timely and efficient completion of construction and connection of the New Substation to the TVA system, (b) timely and efficient completion of the metering installation, (c) the safe, reliable, and efficient operation of TVA's facilities, (d) prevention of any undue hazards to TVA's facilities and operations, and (e) the safety of the parties' personnel. Each party will use reasonable diligence in carrying out its responsibilities under this agreement and will notify the other of any significant changes in schedule.

1.2 **New Substation Plans and Specifications.** Distributor shall consult with TVA in designing the New Substation and shall use plans and specifications that TVA concurs will ensure consistency with objectives (c) and (d) in subsection 1.1 above. Distributor will design, construct, operate, and maintain the New Substation in accordance with good, modern practices and procedures.

1.3 **New Substation Protective Scheme.** Distributor shall also consult with TVA in planning for the installation, operation, testing, calibration, and maintenance of the protective scheme for the New Substation. Such protective scheme shall include backup protection for the New Substation in the event of failure of primary interrupting devices. As a minimum, backup protection would normally involve secondary interrupting devices and equipment such as backup relays and backup circuit switchers. Distributor agrees not to install, operate, or maintain any protective devices without TVA's concurrence that objectives (c) and (d) in subsection 1.1 above will be fully met.

1.4 **TVA Review.** Any review by TVA of Distributor's plans provided for in this agreement should not be considered an endorsement that they are adequate for Distributor's purposes. TVA will not unreasonably withhold its concurrence following any such review.

1.5 **Metering.** TVA and Distributor will coordinate their work under section 2 below to the extent necessary and practicable.

SECTION 2 - METERING

2.1 **TVA's Installation Work.** TVA at its expense shall provide and install the revenue meter and related items necessary to determine the power and energy taken by Distributor at the New Substation. This metering installation will be at a mutually satisfactory location in the New Substation.

2.5 Maintenance of Metering Installation.

2.5.1 TVA's Responsibilities. TVA at its expense shall test, calibrate, operate, maintain, and replace the portion of the metering installation provided and installed by TVA.

2.5.2 Distributor's Responsibilities. As requested by TVA from time to time, Distributor at its expense shall perform necessary maintenance (including making of replacements) of the remaining portion of the metering installation. In doing this work Distributor shall furnish the necessary materials, except that TVA shall furnish for installation by Distributor any replacements required for the current and voltage transformers, metering cable, and test boxes.

SECTION 3 - METERING OUTPUTS

3.1 Access to Outputs. Distributor may desire access to metering outputs from the metering installation for such purposes as monitoring and load control, and TVA is willing to make such access available at no charge. Accordingly, Distributor may, at such time as it deems appropriate, provide and install at its expense such additional facilities as are necessary for obtaining access to metering outputs. This includes provision and installation of cable to be connected by TVA to a terminal block in TVA's meter cabinet. Distributor shall also furnish and install any protective facilities requested by TVA for the protection of TVA's metering installation.

3.2 Approval of Facilities. Distributor shall keep TVA informed as to Distributor's plans for installation of any such additional facilities to the extent necessary and practicable. Distributor shall neither install any facilities which are to be connected to the metering installation nor, once installed, change them without prior written notification from TVA that such installation or change is satisfactory to TVA insofar as required for the safe and efficient operation of the metering installation.

3.3 Noninterference With Metering. In exercising access to metering outputs, Distributor shall not interfere with any operation, use of, or access to the metering installation by TVA. In this regard Distributor agrees to immediately modify its facilities and operations, in any manner requested by TVA, to avoid any such interference.

3.4 No Warranty of Outputs. TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Distributor uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Distributor hereby waives, and releases the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Distributor's use of the metering outputs.

October 1, 2013

RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT
Between
WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION
(DISTRIBUTOR)
And
TENNESSEE VALLEY AUTHORITY (TVA)

Distributor and TVA agree to substitute the new resale rate schedule specified in (a) below, a copy of which is attached, for the resale rate schedule specified in (b) below, which, as adjusted, is now in effect as a part of the Schedule of Rates and Charges attached to and made a part of the Power Contract, TV-59577A, dated April 26, 1982, as amended (Power Contract), between TVA and Distributor. This substitution is to be effective for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the October 2013 revenue month. It is expressly recognized that the adjustments set forth in the applicable Adjustment Addendum to said Schedule of Rates and Charges shall continue to apply to the charges provided for by the attached schedule specified in (a) below.

- (a) New resale rate schedule:
Time-of-Use General Power Rate--Schedule TGSA (October 2013)
- (b) Existing resale rate schedule:
Time-of-Use General Power Rate--Schedule TGSA (October 2012)

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedule specified in (b) above, or to any predecessor schedules, shall be deemed to refer to the new resale rate schedule specified in (a) above.

**WEST KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION**

By David E. Smart
Title: President + CEO

Rate schedule substitution agreed to as of the date first above written.

TENNESSEE VALLEY AUTHORITY

By [Signature]
Senior Manager
Power Contracts

WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

TIME-OF-USE GENERAL POWER RATE--SCHEDULE TGSA

(October 2013)

Availability

This rate shall be available for the firm power requirements (where the higher of a customer's onpeak or offpeak contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective onpeak or offpeak contract demand or (ii) its highest onpeak or offpeak billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$50.00 per delivery point per month

Energy Charge:

Summer Period 16.343¢ per kWh per month for all onpeak kWh, plus
6.373¢ per kWh per month for all offpeak kWh

Non-Summer Period 15.503¢ per kWh per month for all onpeak kWh, plus
6.373¢ per kWh per month for all offpeak kWh

2. If (a) the higher of (i) the customer's currently effective onpeak or offpeak contract demand or (ii) its highest onpeak or offpeak billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's onpeak or offpeak billing demand is not more than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$90.00 per delivery point per month

Demand Charge:

Summer Period \$16.27 per kW of the customer's onpeak billing demand, plus
\$6.78 per month for each kW, if any, of the amount by which the
customer's offpeak billing demand exceeds its onpeak billing
demand

Non-Summer Period \$15.43 per kW of the customer's onpeak billing demand, plus
\$6.78 per month for each kW, if any, of the amount by which the
customer's offpeak billing demand exceeds its onpeak billing
demand

Energy Charge:

Summer Period 6.161¢ per kWh per month for all onpeak kWh, plus
6.161¢ per kWh per month for all offpeak kWh

Non-Summer Period 6.161¢ per kWh per month for all onpeak kWh, plus
6.161¢ per kWh per month for all offpeak kWh

3. If the higher of (a) the customer's currently effective onpeak or offpeak contract demand or (b) its highest onpeak or offpeak billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$175.00 per delivery point per month

Demand Charge:

Summer Period \$14.76 per kW per month of the customer's onpeak billing demand, plus
\$5.61 per month for each kW, if any, of the amount by which the
customer's offpeak billing demand exceeds its onpeak billing
demand, plus an additional
\$14.76 per kW per month for each kW, if any, of the amount by
which (1) the customer's onpeak billing demand exceeds the higher
of 2,500 kW or its onpeak contract demand or (2) the customer's
offpeak billing demand exceeds the higher of 2,500 kW or its offpeak
contract demand, whichever is higher

Non-Summer Period \$13.93 per kW per month of the customer's onpeak billing demand, plus
\$5.61 per month for each kW, if any, of the amount by which the
customer's offpeak billing demand exceeds its onpeak billing
demand, plus an additional
\$13.93 per kW per month for each kW, if any, of the amount by
which (1) the customer's onpeak billing demand exceeds the higher
of 2,500 kW or its onpeak contract demand or (2) the customer's
offpeak billing demand exceeds the higher of 2,500 kW or its offpeak
contract demand, whichever is higher

Energy Charge:

Summer Period 3.856¢ per kWh per month for all onpeak kWh, plus
3.856¢ per kWh per month for all offpeak kWh

Non-Summer Period 3.856¢ per kWh per month for all onpeak kWh, plus
3.856¢ per kWh per month for all offpeak kWh

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or

the customer's offpeak billing demand exceeds its onpeak billing demand, (d) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (e) the base offpeak energy charge, as adjusted, applied to the customer's offpeak energy takings; provided, however, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge, (b) 20 percent of the base onpeak demand charge, as adjusted, multiplied by the customer's onpeak billing demand, and (c) 20 percent of the portion of the base demand charge, as adjusted, applicable to the excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to (1) 1.33¢ per kWh per month under 1 above and (2) \$4.00 per kW per month of the higher of the onpeak or offpeak billing demand under 2 and 3 above. Consistent with Distributor's standard policy, the customer may arrange for seasonal testing of equipment during offpeak hours.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

Contract Requirement

Distributor shall require contracts for service provided under this rate schedule and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

Valley Commitment Program Agreement

Company's Legal Name (Customer): PILGRIM'S PRIDE CORPORATION
 Customer Address: 2653 STATE ROUTE 1241, HICKORY, KY 42051
 Customer Account Number(s) (as reported to ESS): 90124791
 Served by (Distributor/LPC Legal Name): 385 - West Kentucky Rural Electric Cooperative Corporation
 Does this contract automatically renew, i.e., is this an "evergreen" contract? Yes No *RM*
 If no, what is the contract expiration date? Click here to enter text. October 1, 2020
 Rate Class: B (5,000 kW < Contract Demand <= 15,000 kW)
 Rate Schedule: MSB

TVA is offering a Valley Commitment (VC) credit of 0.2¢ per kWh to qualifying Customers who make a commitment to the Valley region and meet the eligibility requirements set out below during the period from October 1, 2013 to September 30, 2015 (Commitment Period). By signing below, Customer agrees that during the remaining Commitment Period, Customer will not give notice to terminate its firm power contract or otherwise take action to cause its firm power contract to terminate. Customer agrees that providing such notice or otherwise taking action to cause its firm power contract to terminate will require the repayment of all VC credits paid to Customer.

1. Customer and Distributor certify that Customer has a contract demand greater than 1 MW and is either (a) eligible for and taking electric service under a manufacturing rate schedule, or (b) eligible to receive Small Manufacturing Credits.
2. Customer and Distributor shall provide to TVA with this Agreement a copy Customer's firm power contract with a remaining term at least as long as the Commitment Period (Qualifying Firm Power Contract).
3. This Agreement shall be effective as of the date of TVA's execution below (Effective Date), and shall be subject to the attached Terms and Conditions. Distributor shall apply the VC credit to Customer's monthly power invoice for power taken during each full billing month of the remaining Commitment Period. When fully executed by all parties, this Agreement shall amend Customer's firm power contract and Distributor's wholesale power contract, but only to the extent expressly set forth herein.
4. VC Customers eligible to receive Small Manufacturing Credits will receive the VC credit on the same energy sales base as those energy sales eligible for the Small Manufacturing Credit. All other VC Customers will receive VC credits on the total billed kWh for each qualifying month.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Customer	Distributor	Tennessee Valley Authority
By _____	By <i>David E. Smart</i>	By _____
Title <i>Donald E. Smart</i>	Title Click here to enter text.	Title Senior Manager, Power Contracts
Date 9/26/13	Date Click here to enter text.	Date _____
_____	9/30/13	_____

Send signed VCP Agreement and a copy of Customer's firm power contract to valleycommitment@tva.gov and include Distributor name and Customer name in the subject line, or (optional) send signed VCP Agreement and a copy of Customer's firm power contract by mail to:
 Senior Manager, Power Contracts, Tennessee Valley Authority
 400 West Summit Hill Drive, WT 3 D-K, Knoxville, TN 37902

CONTRACTS
 OCT 21 2013
RECEIVED

Terms and Conditions

1.1 Wholesale Credits.

(a) Beginning with the November 2013 billing month, TVA's monthly wholesale bill to Distributor shall include a wholesale credit (Estimated VC Credit) for that month equal to the total amount of credits applied to each account eligible to receive the VC credit (Eligible Account) by Distributor in the preceding month and reported in Distributor's Electric Sales Statistics (ESS) Report to TVA (as provided in section 1.4 below). For the October 2013 billing month, TVA shall calculate the Estimated VC Credit based upon the September 2013 billing month energy takings of each Eligible Account.

(b) The wholesale bill will then be adjusted to reflect the difference between the actual amount of credits applied to each eligible account by Distributor in the preceding month and the Estimated VC Credit applied to Distributor's wholesale bill for the preceding month.

(c) If TVA does not receive Distributor's ESS Report at least 10 calendar days prior to the wholesale billing date, Distributor shall not receive an Estimated VC Credit on that month's wholesale bill. Instead, upon receipt of Distributor's ESS Report, the wholesale bill for the following month will include a credit equal to the actual amount of credits applied to each Eligible Account and reported to TVA for that month.

1.2 Application Forms. Distributor shall provide to TVA a fully executed version of the Agreement to which these Terms and Conditions are attached and a copy of Customer's Qualifying Firm Power Contract. Distributor shall also keep on file a copy of each completed application form for audit purposes.

1.3 ESS Data. It is recognized that the monthly statistical information to be furnished to TVA under the Terms and Conditions of the Power Contract is currently provided by Distributor in a monthly ESS Report. Beginning with Distributor's October 2013 billing month, Distributor shall include in its ESS Report monthly data showing for each Eligible Account (a) the amounts billed to each customer for energy and (b) the amount of the credit applied during that billing month, together with such other information as may be reasonably required by TVA. The information furnished under this section 1.3 shall be provided in accordance with TVA's ESS Reporting Guidelines, as they may be modified, changed, or replaced by TVA from time to time.

1.4. The VC credit will not apply to energy priced under Start-up & Test Power, Real-time Energy, Real-time Pricing, Standby Power, or Interruptible Standby Power.

1.5 In the event that Customer breaches this Agreement or receives VC Credits for which it was not eligible, Distributor and TVA shall cooperate in (a) endeavoring to collect from Company any amounts due and (b) making appropriate adjustments to Distributor's wholesale power bill to pass through to TVA amounts collected from Customer. The obligations of this paragraph shall survive any expiration or termination of the VC Program.

MANUFACTURING BILL CREDIT PROGRAM
Application for Credits

Power Distributor: WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION
Customer Name: Pilgrim's Pride Corporation
Mailing Address: PO Box 847
Mandan, ND 58554

Plant Name/Location: Pilgrim's Pride Corporation
2653 STATE ROUTE 1241, HICKORY, KY 42051

Customer is applying for credits to its electric bills under a program offered by Distributor and the Tennessee Valley Authority (Program). It is understood that for an account to be eligible the primary business activity at that account must be classified with a 2-digit Standard Industrial Classification (SIC) code between 20 and 39, inclusive, and have power requirements greater than 1,000 kW at that account. Please list the contract demand (if any), account number, applicable SIC code, and business activity:

Contract Demand: 8000KW
Account Number: 90124791
SIC Code: 20
Business Activity: POULTRY SLAUGHTERING AND PROCESSING

Customer agrees to inform Distributor of changes in the status of any of the above information.

Customer understands that the credits it receives are paid in reliance on the accuracy of its representations in this application. Federal law provides substantial penalties for intentionally providing materially false information on this application, and if this occurs, Customer's participation in the program is subject to termination. Customer agrees to promptly repay to Distributor any amounts overpaid to Customer as a result of Distributor's use of such false information.

Customer will allow Distributor or TVA to review, at any time during normal working hours and upon reasonable notice, any of Customer's books and records related to the information contained in this application.

Customer hereby certifies to TVA and to Distributor that the information given above is accurate and complete.

By: 

Title: Head Army Grant

Date: 9/26/2013

INDUSTRIAL POWER CONTRACT
Between
WEST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION
and
PILGRIMS PRIDE CORPORATION

This CONTRACT, made and entered into as of the 1st day of October, 2010,
by and between WEST KENTUCKY RECC, Mayfield, Kentucky, (hereinafter,
called "Distributor"), and PILGRIMS PRIDE CORPORATION, 2653 State Route
1241, Hickory, Kentucky, (hereinafter called "Customer");

WITNESSETH:

WHEREAS, Distributor and Customer have agreed to enter into an agreement
dated as first written above, under which electric power and energy are supplied by
Distributor and purchased by Customer;

NOW, THEREFORE, for and in consideration of the premises and of the mutual
agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Term of Contract. This contract shall become effective as of
Oct. 1, 2010, and, subject to Distributor's rights under section 6 below to modify,
change, replace, or adjust SDE rates, shall continue in effect for an initial term of one
year and shall automatically be renewed from year to year thereafter through the tenth
year; provided, however, that this contract may be terminated at the end of the initial
term by either party upon at least 90 days' prior written notice to the other party.

2. Availability of Power. Subject to the other provisions of this contract,

Distributor shall, commencing with the effective date hereof, make available to Customer, and Customer shall take and buy from Distributor, Customer's requirement for firm power and energy for the operation of Customer's facility up to a maximum of 8,000 kW, which amount shall be the "contract demand" under this contract.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and with the schedule of Rules and Regulations of Distributor, a copy of which is attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of said schedule and the other provisions of this contract, the latter shall control.

Customer shall not take power and energy in excess of said contract demand except by agreement of Distributor and revision of this contract, but nothing herein contained shall be construed to relieve Customer of the obligation to pay for such amounts of power and energy as may actually be taken.

3. Conditions of Delivery. The power and energy made available by Distributor hereunder shall be in the form of three-phase, alternating current, at a frequency of approximately 60-hertz and a voltage of approximately 12,470 volts. The point of delivery for power and energy made available hereunder shall be the load side of Distributor's 12,470 - volt metering facilities, to be owned, operated, and maintained by Distributor. Delivery by Distributor of the above-stated voltage and frequency at said point of delivery shall constitute availability of power and energy for purposes of this contract. Customer hereby grants to Distributor without costs such rights in, over,

and across its property as may be necessary to permit the construction, maintenance, and operation of Distributor's facilities and equipment used to make power and energy available to Customer hereunder. Distributor's facilities shall be installed on Customer's property in a mutually satisfactory location and shall be and remain Distributor's property. Each party hereto shall install only such protective devices as in its opinion are necessary for the protection of its own facilities and equipment.

4. Facilities. Distributor has agreed to provide and maintain the following transformers and equipment:

- 1 ea. 1250 kVA 3Ph pad mount transformers – 12,470/480 volts
- 4 ea. 2500 kVA 3Ph pad mount transformers – 12,470/480 volts
- 3 ea. 167 kVA 1Ph pole mount transformers – 12,470/480 volts
- 3 ea. 75 kVA 1 Ph pole mount transformers – 12,470/480 volts
- 1 ea. 750 kVA 3 Ph pad mount transformer -12,470/480 volts and
327' (#1/0 AL URD cable)

Also included hereunder are any associated structures and facilities required by Distributor.

5. Facilities Charge. In consideration of Distributor's agreement to provide and maintain said facilities specified in section 4 hereof, Customer agrees to pay Distributor a monthly facilities charge of one and one-half percent (1 ½ %) of the total cost incurred by Distributor in providing the above facilities which is \$2,486.64. The term "costs," as used herein, shall include the labor, material, and other costs, including applicable overheads, incurred by Distributor. Said facilities shall be and remain the property of Distributor.

Said monthly facilities charge shall continue until the termination of this

contract or any renewal or replacement thereof; and shall be in addition of all other rates and charges provided for herein.

In the event that this contract or any renewal or replacement thereof is terminated, Customer shall pay to Distributor, promptly upon receipt of a statement therefore, the cost of removing said facilities and the undepreciated portion of the cost of installing said facilities (the latter cost being the actual total installed cost less the original material cost of reusable materials and equipment). Any facilities determined by Distributor to be not reusable will become the property of Customer. Customer shall remain obligated to make the payment provided for in this paragraph notwithstanding termination of this contract or of any renewal or replacement thereof.

6. Rates and Charges. Customer shall pay Distributor monthly for power and energy available under this contract in accordance with the rates, charges, and provisions of Distributor's Pilot SDE (General Power/Manufacturing Service) Rate-Schedule PSMSB, as modified, adjusted, or replaced from time to time by agreement between Distributor and TVA. Said rate schedule, together with its current adjustment addendum, which is Distributor's currently effective standard rate schedule applicable to consumers of the same class of Customer is attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of said rate schedule, as so modified, adjusted, or replaced, and other provisions of this contract, the latter shall control.

7. Phase Balancing. Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on the three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request, the changes necessary to correct the unbalanced condition.

If said unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may thereafter elect to meter the load on individual phases and compute the billing demand as being equal to three times the maximum kilowatt load on any phase. For all purposes hereunder, the load on any phase shall be the load measured by a wattmeter connected with the current coil in that phase wire and the potential coil connected between the phase wire and the neutral voltage point.

8. Electrical Fluctuations. The power and energy taken by Customer hereunder shall not be used in such manner as to cause unusual voltage fluctuations or disturbances to Distributor's or TVA's system. In the event Customer's use of power causes fluctuations or disturbances on Distributor's or TVA's system, Distributor may require Customer, at Customer's expense, to install suitable apparatus to keep such fluctuations or disturbances within reasonable limits.

9. Notices. Any notice or demand required by this contract shall be deemed properly given if mailed, postage prepaid, to the President/CEO, West Kentucky RECC, Mayfield, Kentucky, on behalf of Distributor, or Plant Manager, Pilgrims Pride Corporation, 2653 State Route 1241, Hickory, Kentucky, on behalf of Customer. With copy to Customer's General Counsel at 1770 Promontory Circle, Greeley, Colorado 80634, 970/506-8109.

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

10. Waivers. A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

11. Successors and Assigns. This contract shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto but shall not be assignable by Customer without written consent of Distributor whose consent shall not be unreasonably withheld.

12. Counterparts. This contract may be executed in any number of counterparts, and all such counterparts, each executed and delivered as an original, shall constitute but one and the same instrument.

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

PILGRIMS PRIDE CORP.

By 

Principal Financial; Chief Acctg Officer
Title

WEST KENTUCKY RECC

By 

President + CEO
Title

