



COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

**ELECTRONIC APPLICATION OF)
BIG RIVERS ELECTRIC CORPORATION) Case No. 2022-00296
FOR APPROVAL OF AMENDMENT TO)
POWER PURCHASE AGREEMENT)**

Big Rivers Electric Corporation's

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

FILED: February 10, 2023

ORIGINAL

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 1)** *Provide copies of all written communications between BREC*
2 *and National Grid Renewables and its representatives related to the*
3 *amendment of the PPA.*

4

5 **Response)** Please see the attached written communications between Big Rivers and
6 National Grid Renewables and its representatives related to the amendment to the
7 PPA.

8

9 **Witness)** Ronald R. Repsher

10

11

12



COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

**ELECTRONIC APPLICATION OF)
BIG RIVERS ELECTRIC CORPORATION) Case No. 2022-00296
FOR APPROVAL OF AMENDMENT TO)
POWER PURCHASE AGREEMENT)**

Big Rivers Electric Corporation's

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

**Attachment to Big Rivers' Response to
Item No. 1**

**FILED WITH MOTION FOR
CONFIDENTIAL TREATMENT**

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 2)** *Discuss generally whether, when considering whether a power*
2 *purchase agreement (“PPA”) will provide benefit to ratepayers, the*
3 *Commission should consider the risk that the project developer or operator*
4 *will become, “unwilling to move forward with their project,” after the*
5 *Commission approves the agreement.*

6 *a. Discuss how the Commission should quantify the cost of that*
7 *risk when comparing the cost of a PPA to that of an alternate source*
8 *of owned generation or procured energy.*

9
10 **Response)** The risk of a default is a qualitative risk that Big Rivers considers in
11 negotiating and evaluating power purchase agreements. Contract provisions such as
12 remedies for default and credit support are negotiated between the parties to mitigate
13 the risk of default. Such provisions are not negotiated in a vacuum. They are a piece
14 of the overall contract, which includes price, the allocation of risks, and other
15 provisions. When evaluating a contract, utilities must look at the contract as a whole,

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 and the Commission should likewise consider whether the contract as a whole is
2 reasonable.

3

4 **Witness)** Ronald R. Repsher

5

6

7

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 3) *Confirm that:***

2 ***a. The per mWh contract price (such as the \$29.60/mWh rate found***
3 ***in Exhibit 5.1 of the Original PPA or \$38.10 in the proposed***
4 ***amendment) is not guaranteed or fixed, but is subject to continual***
5 ***renegotiation based on the project developer’s economic analysis of***
6 ***whether, at any point in time, it is in its economic interest to sell to***
7 ***the utility at that rate or, alternatively, pay the credit support penalty***
8 ***and sell the output to another buyer.***

9 ***b. If the risk of energy shortfalls in MISO and elsewhere persist or***
10 ***increase, the value of the generation subject to the PPA will increase,***
11 ***making it increasingly likely that the PPA developer/operator will***
12 ***again become “unwilling” to provide the generation contemplated by***
13 ***the PPA.***

14

15

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Response)**

2 a. Exhibit 5.1 of the contract fixes the contract price at \$38.10/MWh
3 throughout the Term. Additionally, the contract contains multiple provisions
4 prohibiting the Seller from selling the facility's output to another buyer. For
5 example, Section 4.2 stipulates, "During the Term, Seller shall not sell any Net
6 Output, RECs, Ancillary Services or Capacity Right from the Facility to any
7 party other than Buyer; *provided however*, that this restriction shall not apply
8 with respect to Net Output or RECs during period when Buyer is in default
9 hereof because it has, without excuse, failed to accept or purchase such Net
10 Output or RECs if required to hereunder." Section 11.1.2(d) defines Defaults
11 by Seller to include "Seller sells Output, RECs, Ancillary Service or Capacity
12 right from the Facility to a party other than Buyer in breach hereof. . . ."
13 Section 11.10 provides exemptions to damage limitations and specifically
14 includes that "losses, damages and all other accounts payable to Seller arising
15 out of any of the following events shall not be subject to such limitation and
16 shall not be counted toward such limitation . . . (iii) the sale or diversion by

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 Seller to a third party of any Net Output, REC's Ancillary Service or Capacity
2 Rights, excluding any sales in mitigation damages.”

3

4 b. I believe the inflationary environment was the primary driver behind
5 the renegotiation, not the value of generation. This situation has
6 unfortunately been commonplace nationwide recently. Developers were
7 executing contracts, which locked in the project revenue, without locking in
8 material and labor costs. Then when material and labor prices went up, the
9 projects became either unprofitable or not-as-profitable.

10

11 **Witness)** Ronald R. Repsher

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 4) Confirm that, if the company were to build, own, and operate a*
2 *traditional source of utility-owned generation, or its own solar generation,*
3 *there would be no risk that the generation of that project could later be*
4 *withheld based on changed economics.*

5

6 **Response)** The risk of the generation being withheld would be significantly lower
7 if the company built, owned, and operated the source of generation.

8

9 **Witness)** Ronald R. Repsher

10

11

12

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 5) Confirm that ratepayers could face increased costs in the future if*
2 *the PPA developer / operator again becomes “unwilling” to set its output at*
3 *the contract price, and if market conditions dictate a higher price for*
4 *replacement generation at that time.*

5

6 **Response)** If, prior to Commercial Operation of the facility, replacement
7 generation were needed and priced at a level that is higher than the proposed PPA
8 Amendment and not recovered through drawing on the required credit support,
9 then ratepayers could face increased costs. If Unbridled defaults on its obligation to
10 deliver the output of the facility after Commercial Operation, Big Rivers would be
11 entitled to recover damages to cover the cost of replacement power.

12

13 **Witness)** Ronald R. Repsher

14

15

16

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 6) Confirm that ratepayers could face increased costs in the event of*
2 *the PPA operator’s “unwillingness” to sell its output at the contract price in*
3 *the future, because ratepayers could have been investing the funds paid to*
4 *the PPA operator in other generation investments that would not be subject*
5 *to the evolving economic expectations of third parties.*

6

7 **Response)** Big Rivers will invest upfront costs for network upgrades and other
8 similar transmission infrastructure needed to bring the project online. If Unbridled
9 Solar defaults on its obligations under the PPA prior to Commercial Operation of
10 the facility, Big Rivers would be able to draw on the required credit support to offset
11 the network upgrade costs. If Unbridled Solar defaults after Commercial
12 Operation, Unbridled would be subject to additional damages, including Buyer’s
13 Cost to Cover for replacement power.

14

15 **Witness)** Ronald R. Repsher

16

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 7) See Direct Testimony of Mark Eacret at Page 17-18 of 19. Discuss**

2 **why the Commission should approve a PPA** [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6

7 **Response)** Under the proposed Amendment, the PPA still provides value to our
8 Members compared to other alternatives, while also diversifying our generation
9 portfolio with carbon free resources. The required credit support is a negotiated
10 amount, and the counterparty would either demand other concessions in exchange
11 for a higher level of credit support or would not enter into an amendment. While
12 the credit support does not equal the calculated value of the net present value
13 benefit of the PPA, the proposed Amendment is still reasonable and will allow the
14 value to pass to our Members.

15

16 **Witness)** Ronald R. Repsher

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 8) Calculate the levelized per mWh market price that would be*
2 *required in order for the difference between the net present value of the PPA*
3 *at that market price to exceed the net present value of the PPA under the*
4 *proposed contract price (plus all applicable costs to be paid by ratepayers*
5 *under the proposed PPA) by the amount of the proposed credit support*
6 *penalty, [REDACTED]. Provide a detailed calculation.*

7

8 **Response)** Exhibit Eacret-7 calculated a value [REDACTED] for the proposed
9 Amendment. Adding [REDACTED] to this value equals [REDACTED]. Holding all
10 other variables and assumptions used in Exhibit Eacret-7 the same and only
11 changing the market price (\$/MWh), it takes a constant price of \$63.10/MWh to
12 create a value of [REDACTED]. See the attachment to this response for the
13 calculations.

14

15 **Witness)** Ronald R. Repsher

16



COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

**ELECTRONIC APPLICATION OF)
BIG RIVERS ELECTRIC CORPORATION) Case No. 2022-00296
FOR APPROVAL OF AMENDMENT TO)
POWER PURCHASE AGREEMENT)**

Big Rivers Electric Corporation's

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

**Attachment to Big Rivers' Response to
Item No. 8**

**FILED WITH MOTION FOR
CONFIDENTIAL TREATMENT**

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 9) See Direct Testimony of Mark Eacret at Page 17 of 19. Provide**
2 **copies of the April 1, 2022 RFP and all proposals received in response to the**
3 **RFP.**

4

5 **Response)** Big Rivers objects to this request as overly broad in scope and not
6 reasonably calculated to lead to the discovery of relevant evidence. The Direct
7 Testimony of Mark Eacret referenced by this request is related only to proposals
8 received for solar facilities. Subject to and not waiving said objections, please see
9 Attachment No. 1 to this response for a copy of the April 1, 2022, RFP, and
10 Attachment No. 2 to this response for a copy of all proposals received for solar
11 facilities.

12

13 **Witness)** Ronald R. Repsher

14

15

16



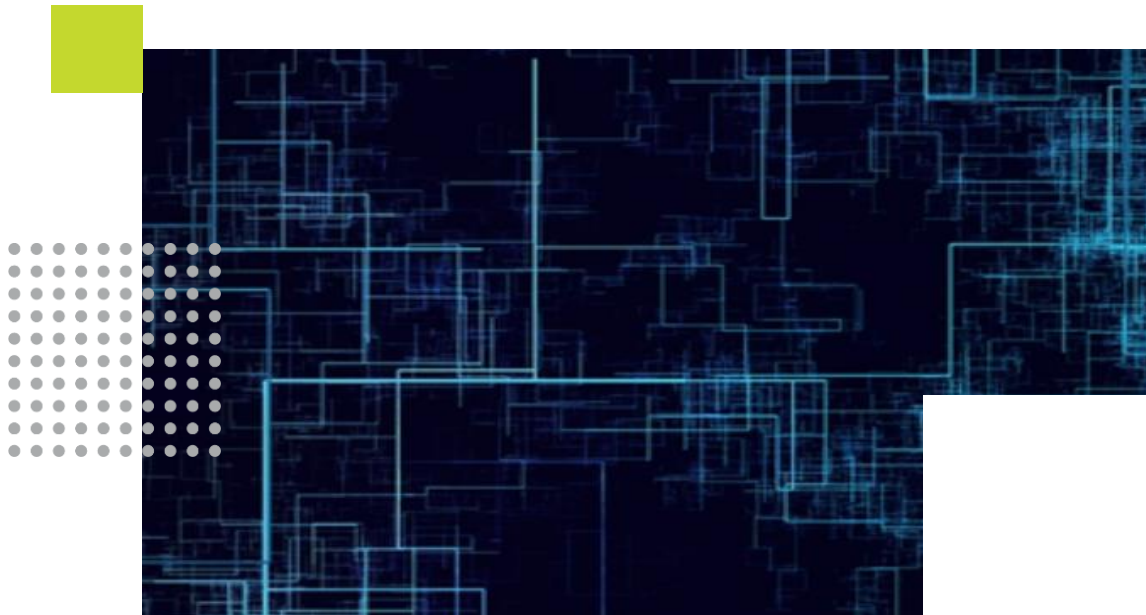
All-Source Request for Proposals



Big Rivers Electric Corporation

2022 All Source RFP

Revision FINAL
4/4/2022





ALL-SOURCE REQUEST FOR PROPOSALS

FOR

POWER SUPPLY GENERATION FACILITIES AND POWER PURCHASE AGREEMENTS

ISSUED 04/01/2022

PROPOSALS DUE 06/01/2022

PREPARED BY

1898 & CO.

TABLE OF CONTENTS

Page No.

1.0 INTRODUCTION.....1

2.0 RFP PROCESS AND SCHEDULE2

2.1 RFP Manager 2

2.2 Process for Accessing RFP Documents 2

2.3 Information on the RFP Website..... 2

2.4 Mutual Non-Disclosure Agreement..... 3

2.5 Questions Regarding the RFP 3

2.6 ASRFP Schedule..... 3

2.7 Proposal Submittal 4

3.0 RFP GENERAL REQUIREMENTS5

3.1 Resource Need..... 5

3.2 Products Requested 5

3.3 Eligible Resources..... 6

3.4 Eligible Transaction Structures 6

3.5 Energy Delivery Cost..... 7

3.6 Capacity Delivery Cost 7

3.7 Project Interconnection Costs..... 7

3.8 Respondent Qualifications..... 7

4.0 TECHNICAL REQUIREMENTS9

4.1 BTA or Asset Purchase Proposals 9

4.1.1 Useful Life 9

4.1.2 Capacity Characteristics 9

4.1.3 Acquisition Date 9

4.1.4 Facility Name 10

4.1.5 Location and Site Control..... 10

4.1.6 Capacity Availability and Deliverability 10

4.1.7 Technical and Economic Detail 11

4.1.8 Operating Considerations..... 12

4.1.9 Environmental Considerations..... 15

4.1.10 Financial Considerations 16

4.1.11 Legal Considerations 17

4.1.12 Additional Items Specific to New Facilities 17

4.2 Power Purchase Agreement Proposals 18

4.2.1 Useful Life 19

4.2.2 Capacity Characteristics 19

4.2.3 PPA Start Date 19

4.2.4 Facility Name 19

4.2.5 Location and Site Control..... 19

4.2.6 Capacity Availability and Deliverability 20

4.2.7 Generation Technology 20

4.2.8 Dispatch and Emissions Characteristics..... 20

4.2.9 Fuel Supply 21

4.2.10 Financial Considerations 21

4.2.11 Additional Items Specific to New Facilities 22

5.0 EVALUATION PROCESS 24

5.1 Proposal Evaluation and Contract Negotiations 24

5.2 Initial Proposal Review..... 24

5.3 Evaluation Criteria – Generation Facility 24

5.3.1 Levelized Cost of Energy..... 24

5.3.2 Energy Settlement Location..... 25

5.3.3 Interconnection and Development Status..... 25

5.3.4 Local Clearing Requirement Risk 26

5.3.5 Project Risk Factors 26

5.4 Discussion of Proposals During Evaluation Period..... 27

5.5 Contract Execution 27

6.0 MISCELLANEOUS PROPOSAL REQUIREMENTS..... 28

6.1 Proposal Submission..... 28

6.2 Format and Documentation..... 28

6.3 Certification..... 28

6.4 Reservation of Rights..... 28

6.5 Confidentiality 29

6.6 Previous Development Experience..... 29

6.7 Regulatory Approvals 30

6.8 Credit Qualification and Collateral 30

6.9 Non-Exclusive Nature of RFP 30

6.10 Information Provided in the RFP..... 30

6.11 Proposal Costs 31

6.12 Indemnity..... 31

6.13 Hold Harmless..... 31

6.14 Further Assurances 31

6.15 Licenses and Permits..... 31

6.16 Respondent Pre-Qualification 31

6.17 Multiple Proposals and Proposal Fee 31

6.18 Mutual Non-Disclosure Agreement..... 32

6.19 Valid Proposal Duration 32

6.20 Acknowledgement of RFP Terms and Conditions 32

6.21 Executive Summary 32

APPENDIX A – NOTICE OF INTENT TO RESPOND

NOTICE OF INTENT TO RESPOND A.1

APPENDIX B – MUTUAL NON-DISCLOSURE AGREEMENT

APPENDIX C – PRE-QUALIFICATION APPLICATION

APPENDIX D – PROPOSAL DATA

APPENDIX E – PROPOSAL CHECKLIST

LIST OF TABLES

| | <u>Page No.</u> |
|-----------------------------|-----------------|
| Table 1: RFP Schedule | 4 |

LIST OF FIGURES

| | <u>Page No.</u> |
|--|-----------------|
| Figure 1: BREC Electric Service Area | 1 |

LIST OF ABBREVIATIONS

Abbreviation **Term/Phrase/Name**

| | |
|------------|--|
| 1898 & Co. | 1898 & Co., part of Burns & McDonnell |
| Client | Big Rivers Electric Corporation |
| APA | Asset Purchase Agreement |
| ASRFP | All-Source Request for Proposals |
| BREC | Big Rivers Electric Corporation |
| BTA | Build Transfer Agreement |
| CA | Confidentiality Agreement |
| CCUS | Carbon Capture Use and Storage |
| CFR | Code of Federal Regulations |
| CO | Carbon Monoxide |
| COD | Commercial Operating Date |
| CSP | Curtailment Service Providers |
| DA | Definitive Agreement |
| DIR | Dispatchable Intermittent Resources |
| DR | Demand Resources |
| EFORD | Equivalent Forced Outage Rate Demand |
| EPC | Engineering, Procurement, and Construction |

| | |
|--------|---|
| ERIS | Energy Resource Interconnection Service |
| FERC | Federal Energy Regulatory Commission |
| GDPIPD | Gross Domestic Product Implicit Price Deflator |
| GI | Generation Interconnection |
| GIA | Generation Interconnection Agreement |
| Hg | Mercury |
| ICAP | Installed Capacity |
| IRP | Integrated Resource Plan |
| JPEC | Jackson Purchase Energy Corporation |
| KYPSC | Kentucky Public Service Commission |
| kW | Kilowatt |
| lb. | Pound |
| LCOE | Levelized Cost of Energy |
| LCR | Local Clearing Requirement |
| LMR | Load Modifying Resources |
| LRZ | Local Resource Zone |
| LSE | Load Serving Entity |
| MCRECC | Meade County Rural Electric Cooperative Corporation |

| | |
|-----------------|---|
| MISO | Midcontinent Independent System Operator |
| MMBtu | Metric Million British Thermal Units |
| MNDA | Mutual Non-Disclosure Agreement |
| MW | Megawatt |
| MWh | Megawatt-Hour |
| NO _x | Nitrogen Oxide(s) |
| NPDES | National Pollutant Discharge Elimination System |
| NRIS | Network Resource Integration Service |
| OEM | Original Equipment Manufacturer |
| OVEC | Ohio Valley Electric Corporation |
| PM | Particulate Matter |
| PPA | Power Purchase Agreement |
| PRM | Planning Reserve Margin |
| PY | Planning Year |
| RFP | Request for Proposal |
| SO ₂ | Sulfur Dioxide |
| UCAP | Unforced Capacity |
| VOC | Volatile Organic Compounds |

ZRC Zonal Resource Credit(s)

DISCLAIMERS

1898 & Co.SM is a division of Burns & McDonnell Engineering Company, Inc. which performs or provides business, technology, and consulting services. 1898 & Co. does not provide legal, accounting, or tax advice. The reader is responsible for obtaining independent advice concerning these matters. That advice should be considered by reader, as it may affect the content, opinions, advice, or guidance given by 1898 & Co. Further, 1898 & Co. has no obligation and has made no undertaking to update these materials after the date hereof, notwithstanding that such information may become outdated or inaccurate. These materials serve only as the focus for consideration or discussion; they are incomplete without the accompanying oral commentary or explanation and may not be relied on as a stand-alone document.

The information, analysis, and opinions contained in this material are based on publicly available sources, secondary market research, and financial or operational information, or otherwise information provided by or through 1898 & Co. clients whom have represented to 1898 & Co. they have received appropriate permissions to provide to 1898 & Co., and as directed by such clients, that 1898 & Co. is to rely on such client-provided information as current, accurate, and complete. 1898 & Co. has not conducted complete or exhaustive research, or independently verified any such information utilized herein, and makes no representation or warranty, express or implied, that such information is current, accurate, or complete. Projected data and conclusions contained herein are based (unless sourced otherwise) on the information described above and are the opinions of 1898 & Co. which should not be construed as definitive forecasts and are not guaranteed. Current and future conditions may vary greatly from those utilized or assumed by 1898 & Co.

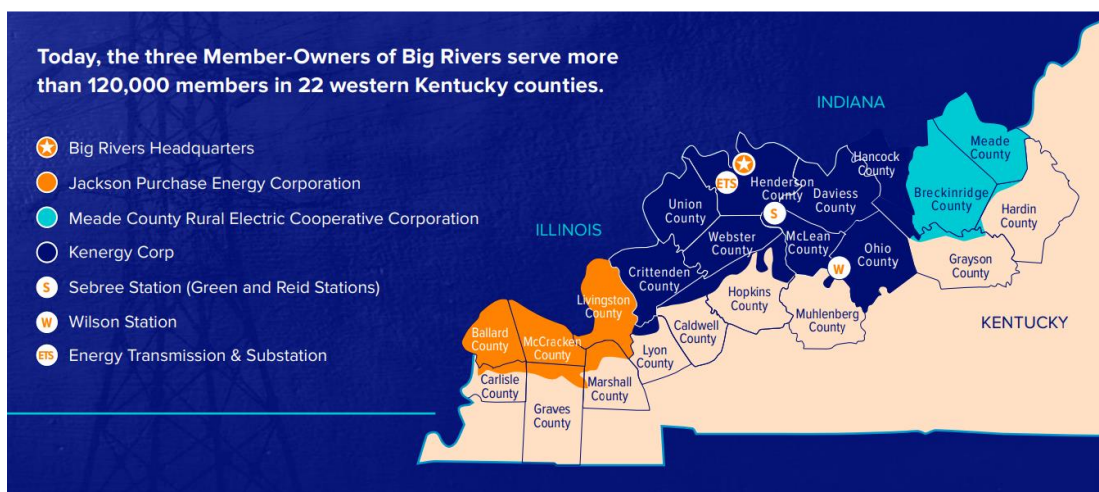
1898 & Co. has no control over weather; cost and availability of labor, material, and equipment; labor productivity; energy or commodity pricing; demand or usage; population demographics; market conditions; changes in technology, and other economic or political factors affecting such estimates, analyses, and recommendations. To the fullest extent permitted by law, 1898 & Co. shall have no liability whatsoever to any reader or any other third party, and any third party hereby waives and releases any rights and claims it may have at any time against 1898 & Co., Burns & McDonnell Engineering Company, Inc., and any Burns & McDonnell affiliated company, with regard to this material, including but not limited to the accuracy or completeness thereof.

Any entity in possession of, or that reads or otherwise utilizes information herein, is assumed to have executed or otherwise be responsible and obligated to comply with the contents of any Confidentiality Agreement and shall hold and protect its contents, information, forecasts, and opinions contained herein in confidence and not share with others without prior written authorization.

1.0 INTRODUCTION

Big Rivers Electric Corporation (BREC) is a generation and transmission cooperative headquartered in Henderson, Kentucky. BREC owns, operates, and maintains electric generation and transmission facilities, and it purchases, transmits, and sells electricity at wholesale. It exists for the principal purpose of providing the wholesale electricity requirements of its three-distribution cooperative Member-Owners; Jackson Purchase Energy Corporation (JPEC), Kenergy Corp. (Kenergy), and Meade County Rural Electric Cooperative Corporation (MCRECC). The Members, in turn, provide retail electric service to more than 120,000 consumer-members located in all or parts of 22 western Kentucky counties: Ballard, Breckenridge, Caldwell, Carlisle, Crittenden, Daviess, Graves, Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean, Meade, Muhlenberg, Ohio, Union, and Webster. A map illustrating the Members' service territory is provided in Figure 1.

Figure 1: BREC Electric Service Area



BREC has issued this all-source Request for Proposals (ASRFP) seeking supply-side Proposals for firm capacity and energy to meet the needs of its customers. The capacity and energy offered in this ASRFP must be fully accredited no later than June 1st, 2029 for use in the 2029/2030 MISO Planning Year (PY). BREC intends to submit an updated Integrated Resource Plan (IRP) to the Kentucky Public Service Commission (KYPSC) in 2023 which will evaluate existing resources and identify the preferred resource options to meet capacity and energy requirements. Only resources capable of firm deliverability to MISO Local Resource Zone (LRZ) 6 will be considered.

BREC's resource planning will balance the need for dispatchable capacity with intermittent and other resources to meet customers' needs reliably and cost effectively in an environmentally sustainable manner in both the short and long term. The IRP is designed to provide BREC customers with a safe, reliable, and affordable power supply.

BREC prefers Proposals that reflect total costs and characteristics necessary for the resource to be financially settled or directly delivered to BREC's load node BREC.BREC. All potential agreements are subject to KYPSC approval and are not effective until such approval is final.

2.0 RFP PROCESS AND SCHEDULE

2.1 RFP Manager

In connection with this RFP, BREC has retained the services of an independent third-party consultant 1898 & Co. (“1898 and Co.”), a part of Burns & McDonnell Engineering Co. Inc. (“Burns & McDonnell”), to support many aspects of the RFP process and work with BREC to perform the quantitative and qualitative evaluations of all Proposals. However, BREC will make the final decisions with regards to this RFP at its sole discretion.

All Respondents will directly interface with 1898 & Co. for all communications related to this RFP including questions, RFP clarification issues, and RFP Proposal submittal. All correspondence concerning this RFP should be sent via e-mail to BRECRFP2022@1898andco.com. Please reference the RFP Website (“RFP Website”), located at (<http://brecrfp2022.rfpmanager.biz/>), for additional details about the ASRFP.

2.2 Process for Accessing RFP Documents

Upon first visit to the RFP Website, respondents will be required to register by providing the requested information and an email address. Once the email address is verified, interested parties will have access to the “Download MNDA” tab of the RFP Website. This email address will be the registered email address of the Respondent which will be used by BREC and 1898 & Co. to communicate information regarding this RFP with the Respondent.

Once the interested parties have submitted the executed MNDA, they will then have access to navigate to the other tabs of the RFP Website. It is recommended that they first navigate to the ‘Download RFP’ tab to collect all available documents pertaining to the RFP.

The full set of RFP Documents and Appendices are available on the RFP website - to registered Respondents who have submitted an executed and approved Mutual Non-Disclosure Agreement (MNDA).

Respondents who have executed the MNDA and been approved, can download the RFP document with its required forms and agreements from the RFP Website and complete them in Microsoft Word, Microsoft Excel, and/or PDF format.

Respondents should electronically submit properly completed forms and executed agreements by the specified due dates to the RFP Website.

2.3 Information on the RFP Website

The RFP Website contains the following information for respondents’ review:

- The RFP Documents and associated Appendices
- Mutual Non-Disclosure Agreement
- Frequently asked questions and answers about this RFP
- Proposal submission location
- Updates on this RFP process and other relevant information

2.4 Mutual Non-Disclosure Agreement

Each Respondent must sign the Mutual Non-Disclosure Agreement (“MNDA”) that is available to download from the RFP Website. Upon executing the MNDA, Respondents will upload the executed MNDA in the Executed MNDA folder under the Submit RFP tab of the RFP Website utilizing the Add Document functionality. This needs to be done no later than the “Mutual Non-Disclosure Agreement Submittal DUE date” specified in the RFP schedule in Section 2.6 of this document. Upon receipt, BREC will execute and upload a copy of the fully executed MNDA on the Executed MNDA tab. Respondents can then download the executed MNDA from the RFP Website at their convenience.

BREC expects all Respondents to execute the MNDA without any major changes.

It is the Respondent’s responsibility to include associated Partners as part of this Confidentiality Agreement. All Partners shall be held to the same confidentiality requirements.

If a respondent wishes to make any minor changes to the MNDA, the MNDA must be returned to BREC by 5:00 PM Central time on April 11, 2022. So, BREC has time to review and determine if changes are acceptable.

Any Respondent that fails to submit the clean signed MNDA on the RFP Website by 5:00 PM Central time on April 18, 2022, shall be eliminated from further participation in this RFP.

2.5 Questions Regarding the RFP

Respondents can submit any questions related to the RFP on the RFP Website within the “Submit Questions” tab. BREC plans to respond to all questions received from registered Respondents who have submitted an executed MNDA via email to their registered email address.

If BREC receives similar questions from multiple Respondents, then those questions and BREC’s response will be uploaded to the Frequently Asked Questions (FAQ) tab of the RFP Website.

2.6 ASRFP Schedule

Proposals shall be submitted in strict accordance with the RFP schedule. BREC will not grant any extensions to the RFP schedule and will not accept late Proposals. Any Proposal received after the required date will be rejected, and the Respondent will be notified accordingly.

Table 1: RFP Schedule

| Activity | Date |
|---|-------------------------------|
| Registration Open on RFP Website | April 4, 2022 |
| RFP issued | April 4, 2022 |
| Mutual Non-Disclosure Agreement (MNDA) Change Submittal DUE | April 11, 2022 at 5:00 pm CDT |
| MNDA Submittal DUE | April 18, 2022 at 5:00 pm CDT |
| Respondent Proposal and RFP Proposal Fee DUE | May 31, 2022 at 5:00 pm CDT |
| Shortlisted Respondents notified | June 30, 2022 |
| Final selections | August 31, 2022 |
| Contract Negotiations | Beginning September 1, 2022 |

2.7 Proposal Submittal

All Proposals must be submitted to the RFP Website by the due date listed above. BREC will only accept Proposals that are complete. Proposals that are nonconforming, not complete, or that are mailed, or hand delivered may be deemed ineligible and may not be considered for further evaluation. By submitting a Proposal in response to this RFP, the Respondent certifies that it has not divulged, discussed, or compared any commercial terms of its Proposal with any other party (including any other Respondent and/or prospective Respondent), and has not colluded whatsoever with any other party.

3.0 RFP GENERAL REQUIREMENTS

3.1 Resource Need

BREC's Long-term Planning indicates a need for additional energy resources and flexible MISO capacity resources to meet reliability requirements by the end of the current decade. Resources identified through this ASRFP will support BREC's desire for additional clean energy and are necessary to maintain system reliability in an environment of continued customer growth and committed unit retirements

3.2 Products Requested

BREC is requesting roughly up to 600 MW of supply side resources that will:

1. provide electricity (energy) as part of its' energy mix; and
2. help BREC meet its' MISO peak needs plus reserve margins as required by the Independent System Operator to maintain system reliability.

Within the context of BREC's long-term planning process, BREC is soliciting resource offers via this all-source RFP for supply-side capacity and energy resources. The purpose of the RFP is to identify viable resources available to BREC in the marketplace to meet the needs of its customers. Long term resource planning requires addressing risks and uncertainties created by a number of factors including the costs associated with new resources. As part of ongoing resource planning, BREC has concluded that it is in the best interest of its customers to seek information regarding the potential to acquire, construct or contract for additional capacity that qualifies as a MISO internal resource (i.e., not pseudo-tied into MISO) with physical deliverability utilizing Network Resource Integration Service (NRIS) to MISO LRZ 6. Hereafter within this document, zonal restrictions will be referred to as being within MISO LRZ 6.

Based on the recent planning studies, BREC has identified a capacity need of approximately 600 MW nameplate of supply side resources beginning in the 2029/2030 planning year. Therefore, Respondents are encouraged to offer up to roughly 600 MW nameplate capacity and/or associated energy depending on the resources they have available. The minimum nameplate capacity requirement for any Proposal is 50 MW of nameplate capacity and it must offer MISO an accredited or creditable capacity (Zonal Resource Credits under the current resource adequacy construct) of no less than 10 MW for MISO LRZ 6.

BREC prefers Proposals that provide it with operational control of the asset located in the BREC service territory, regardless of ownership position. Where applicable, proposed generation facilities should have no major operational limitations that reduce the ability to run for extended periods.

If a significant number of Proposals are received, BREC will prioritize negotiations for 2029 resources ahead of resources with different in-service dates. Proposals may be designed to meet either the energy only or capacity only product request or may be designed to meet both energy and capacity resource requests within the same project. BREC will consider the value proposition for both the energy component and the capacity value component for all Proposals.

BREC is a member of the MISO and is required to follow all the obligations it has to the footprint for Resource Adequacy. Resources proposed in under this all-source RFP will be considered under both the current RA construct and the proposed seasonal RA construct MISO is developing.

BREC expects a resource that provides both capacity and energy to have significant economic value. Energy that is non-dispatchable by BREC and is proposed as must-take energy will generally be viewed and evaluated less favorably. In addition, clean, flexible, dispatchable resources are increasingly important in helping BREC maintain system reliability while providing affordable energy and capacity and will be valued accordingly. BREC needs flexible resources that are shapeable and responsive to changes in actual customer demand.

Finally, BREC must maintain a reliable electric system, which includes having firm capacity plus reserves to meet customer demands and reliability needs during summer system peak load times. BREC must be able to respond to changes in customer demands or supply needs in real-time, and BREC seeks to develop a portfolio of resources through this RFP that will enable it to do so.

3.3 Eligible Resources

BREC will accept Proposals for the following technologies (either stand-alone or in combination, such as solar plus energy storage):

- Solar
- Wind
- Battery Energy Storage (stand alone or combined with solar and/or wind)
- Reciprocating Units
- Simple cycle combustion turbines
- Combined cycle combustion turbines
- Other¹

3.4 Eligible Transaction Structures

BREC will evaluate Proposals that utilize any of the following transaction structures:

¹ Any other commercially viable resource such as pumped hydro, Carbon Capture Use and Storage (CCUS), Biomass/Biogas, Landfill Gas etc. or any other energy storage systems like compressed air energy storage (CAES), flywheels, liquid air energy storage systems (LAES). Behind of the Meter Demand Side options such as Load Modifying Resources (LMR) and Demand Response (DR) Resources are also acceptable options to be proposed. Respondents interested in proposing resources not included in the list above should request a discussion with the RFP Manager via email prior to submittal of a Proposal to determine the eligibility and bidding requirements of such technology(ies).

- Power Purchase Agreement, either:
 - Traditional, or
 - Tolling
- Build transfer agreement (“BTA”) or Asset Purchase Agreement (“APA”)

With respect to Proposals using a PPA structure (traditional or tolling), BREC requests that Proposals incorporate an option for BREC to ultimately purchase the resource. BREC will evaluate any proposed option, but prefers those that establish a fixed price at a fixed point in time (for example, a tolling PPA that has an option for BREC to purchase the project from the Respondent after year seven at a specified fixed price). Respondents are requested to provide this purchase pricing option in the appropriate resource sheet under the Download RFP tab in RFP Website.

3.5 Energy Delivery Cost

Pricing included in any Proposal must be based on delivery to BREC. BREC in MISO LRZ 6. All losses between the generating station and the Delivery Point in MISO LRZ 6 zone are the Respondent’s responsibility.

3.6 Capacity Delivery Cost

Pricing included in any Proposal must be based on delivery of MISO LRZ 6 Zonal Resource Credit(s) (ZRC) or subsequent seasonal resource adequacy credits. All costs for the delivery of MISO LRZ 6 credits are the Respondent’s responsibility.

3.7 Project Interconnection Costs

Each Respondent must include reasonable interconnection cost estimates as part of its submitted Proposal. Interconnection costs must be provided within the appropriate resource sheet under the ‘Download RFP’ tab on the RFP Website. Respondents may, in their discretion, utilize third-party consultants to determine accurate interconnection estimates. A detailed description of such interconnection costs must accompany each Proposal and include a breakdown of the significant equipment costs.

3.8 Respondent Qualifications

Each Respondent must include information on the Respondent’s corporate structure (including identification of any parent companies), the project’s financing plan, the Respondent’s most recent credit rating, quarterly report containing unaudited consolidated financial statements that is signed and verified by an authorized officer of Respondent attesting to its accuracy, a copy of Respondent’s annual report for the prior three years containing audited consolidated financial statements and a summary of Respondent’s relevant experience. Please describe any current litigation or environmental fines involving the Respondent within the last five years, including but not limited to, any litigation, settlements of litigation or fines, that could potentially affect the facility or its operation. Please identify all bankruptcy or insolvency proceedings relating to the Respondent in any way. Please describe any litigation related to PPAs or asset purchase agreements like the transactions solicited in this RFP that the Respondent or its parent company have been a

party to in the last six years. All financial statements, annual reports and other large documents may be referenced via a website address.

Proposals shall include a list of projects with a brief description of Respondent's experience in the areas of development, financing, permitting, ownership, construction, and operation of all utility-scale power generation facilities

Please provide a list of projects with a brief description of the Engineering, Procurement and Construction (EPC) contractor's experience as it relates to utility-scale power generation.

4.0 TECHNICAL REQUIREMENTS

4.1 BTA or Asset Purchase Proposals

This section describes BREC's requirements for the content of any Proposal that is submitted in response to this RFP as an offer to sell a generation facility to BREC under a BTA or APA structure. Proposals that do not include all required information may be deemed ineligible and may not be considered for further evaluation. If it appears that certain information has inadvertently been omitted from a Proposal, 1898 & Co. may, but is not obligated, to contact the Respondent to obtain the missing information. If, during the RFP process, there is a material change to the generation facility or the circumstances of the Respondent that could affect the outcome of the RFP evaluation, the Respondent is obligated to inform 1898 & Co. within five business days. In addition, any short-listed Respondent must provide any such additional information and data as may be requested by BREC to support regulatory approvals of the generation facility purchase transaction.

BREC will accept Proposals for new or planned generation facilities that will be complete and operational in advance of the expected acquisition date. A project will be defined as complete and commercially operable if, and only if, it includes all facilities necessary to generate and deliver energy into MISO to at least one single point of interconnection within MISO. More detail on the development milestone requirements for planned facilities are included in Section 4.1.12.

4.1.1 Useful Life

For BTA or APA Proposals, BREC will only consider bids for new facilities or existing facilities that have an estimated remaining useful life of twenty or more years from the acquisition date. In all cases, Respondents shall describe the expected useful life of all facilities included in their Proposals.

4.1.2 Capacity Characteristics

Respondents shall state the nameplate capacity, net summer operating capacity, and net winter operating capacity of the facility included in their Proposal. If the facility is an existing resource, the awarded unforced capacity (UCAP) of the generation facility for the last five MISO planning years shall be included.

Respondents should provide the expected UCAP for the first five MISO planning years beginning June 1, 2029, based on current MISO rules for the applicable generating technology.

Respondents shall provide any information pertaining to the availability of the facility, by season, contemplated under the new MISO seasonal resource adequacy proposal.

4.1.3 Acquisition Date

In preparing their Proposals, Respondents shall assume the acquisition of the facility shall be closed and transfer of title shall occur on or before the start of the 2029/30 Planning Resource Auction window, subject to regulatory approvals. If Respondent is able to offer more competitive pricing and terms for title transferring prior to or after March 1, 2029, Respondent should detail the drivers and the optimal date for title transfer.

4.1.4 Facility Name

Respondents shall state the name of the generating facility, the county where the generating facility is located, the owner (or developer) of the facility, and the commercial pricing node associated with the facility, if applicable. The facility must qualify as MISO internal generation (i.e., not pseudo-tied into MISO) and be qualified to receive ZRCs for Zone 6 consistent with MISO's Module E Planning Resource Auction. Should the facility not be qualified in Zone 6, Respondents shall detail in their Proposals the means by which ZRCs will be delivered/fulfilled in Zone 6.

4.1.5 Location and Site Control

BREC prefers Proposals for projects located near its load and within its' service territory. BREC will also consider any Proposal for a facility to be developed on an existing BREC-owned site.

In addition to location requirements, Respondent must demonstrate complete site control of the proposed site that is effective at the time of RFP Proposal submission and continues through the term of the associated agreement with BREC.

Non-conforming bids by Respondents to sell a generation facility or facilities not meeting the location requirements may be disqualified from consideration on that basis alone.

4.1.6 Capacity Availability and Deliverability

For Proposals to sell an existing generation facility to BREC, the existing generating facility must be commercially operable, including all facilities and requirements necessary to deliver capacity (ZRCs) to MISO LRZ 6. Respondents must identify the specific point(s) of interconnection including the type(s) of transmission service (e.g., NRIS or Energy Resource Interconnection Service (ERIS)). Proposals for facilities without existing firm deliverability to MISO LRZ 6 should include cost estimates and transmission studies associated with securing such deliverability.

The Proposal should also include nodal economic analyses (2024, 2029, and 2034) showing expected unit economic metrics (including congestion impacts on capacity factor, produced energy, and generation revenue) for the project at the proposed delivery point(s).

BREC reserves the right to reject any Proposal that does not include the full cost of any known or potential interconnection costs or network upgrades that may be required to provide firm deliverability to MISO LRZ 6 and/or that does not include interconnection, reliability, and/or economic analyses supporting interconnection and transmission requirements. Such materials should include a technical description and estimated costs of network upgrades from studies completed or underway.

If, during the evaluation, 1898 & Co. or BREC determines that the Proposal will be unable to achieve firm delivery to MISO LRZ 6 and the BREC load node, BREC.BREC, then the Proposal will be rejected.

4.1.7 Technical and Economic Detail

4.1.7.1 Generation Technology

Respondents shall describe the generation technology of the facility, including the make, model, and name of the supplier of all major equipment.

All Proposals to sell a generation facility to BREC must utilize an existing, proven technology, with demonstrated reliable generation performance that is capable of sustained, predictable operation.

4.1.7.2 Dispatch and Emissions Characteristics

Respondents shall provide the dispatch and emissions characteristics of the generation facility in Appendix D including, but not limited to:

- Minimum load level
- Maximum load level
- Ramp rates (up and down)
- Number of gas turbines that can be started simultaneously (if applicable)
- Heat rate curve for typical operations, including the minimum load and full load heat rates. If applicable, Respondent shall also provide heat rate curves for summer and winter seasons
- Fuel consumption and heat rate during startup, including startup time and the total number of hours annually the facility can be assumed to be in startup mode
- Fuel consumption and heat rate when the facility is being shut down, including how long shutdown takes and the total number of hours annually the facility can be assumed to be in shutdown mode
- An estimation of the total number of hours annually that the facility operates at full load
- Capability decreases as a result of ambient temperature increases (if applicable)
- Supplemental firing capability, including black start capability, and any operating limitations caused by such factors of design
- Pounds/megawatt hour (lb./MWh) emissions rates at relevant dispatch levels (startup, minimum, mid, and full loading) and seasons (summer, winter, shoulder) for nitrogen oxides (NO_x), sulfur dioxide (SO₂), carbon dioxide (CO₂), volatile organic compounds (VOC), particulate matter (PM) and carbon monoxide (CO)
- Any other operational limitations that reduce unit availability or reduce a unit's ability to dispatch or regulate

Regarding any major current and/or historical operational limitations, Respondents shall provide a description of the root causes of the limitations (e.g., original equipment manufacturer (OEM) design, material condition of the facility, environmental permits, etc.). To the extent that expected performance deviates from observed performance, the Respondent shall provide the basis for the assumption.

4.1.7.3 Revenues and Operating Costs

For existing generation facilities, Respondents shall provide a detailed breakout of the facility's actual annual revenues for each of the past five years. This will include energy, capacity, and ancillary service market revenues, as well as any other revenues the facility earned, including any congestion revenue (positive or negative), as well as uplift revenues. Associated with these revenues, Respondents shall state the estimated annual output in MWh as well as the operation and maintenance costs of the facility on a fixed (\$) and variable (\$/MWh) basis and provide the actual annual operation and maintenance costs of the facility for each of the past five years in nominal dollars.

Respondents shall provide a detailed breakout of the generation facility's estimated and actual annual fixed costs for the following categories: labor, benefits, materials, and all others for the past five years. Respondents shall provide a breakdown of the number of people employed at the facility, including permanent and contracted employees, and whether those employees are organized under any labor agreement.

If fixed or variable costs for the generation facility are expected to change in the foreseeable future (e.g., following planned upgrades, etc.), the Respondent should provide both the new expected cost(s) and the year(s) in which the costs are expected to change.

Respondents are expected to include all projections for outage maintenance requirements, timelines, and cost per the OEM's recommended maintenance schedule for both new and existing facilities.

Respondents shall also disclose and describe any property, state, and local taxes and tax abatements associated with the generation facility, these should be broken down and provided individually.

New generation facilities also must provide reasonable expectations for all the above details associated with plant revenues and costs, including market revenues, fixed and variable operations costs, expected upgrades and service timing, and taxes.

4.1.8 Operating Considerations

4.1.8.1 Operating Data

For new or planned generation facilities, Proposals should include the manufacturer or developer quoted expected performance, as well as historical performance of similar facilities in the region. Proposals shall disclose if the generation facility or any parts thereof are subject to a service agreement.

For existing generation facilities, Respondents shall provide historical operating data consisting of:

- The commercial operation date (COD) of the facility
- The annual run-time hours (per unit, if applicable)
- The annual operating cycles per year (per unit, if applicable)
- The annual facility capacity and availability factors
- The equivalent forced outage rate demand (EFORd)

The above annual data may be limited to the most recent five years. The EFORd should correspond to the UCAP amounts awarded for the last five Planning Years. Respondents shall provide a breakdown of EFORd by failure mode or North American Electric Reliability Corporation/Generating Availability Data System category. Respondents shall provide a description of the major contributors to the generation facility EFORd. If there are particular costs associated with maintaining the EFORd of a generation facility, those must be provided.

Respondents shall provide details on any current generation facility equipment issues and concerns, including the potential drivers and recommended mitigation procedures for the issues and/or concerns. These may include, but are not limited to, any operation of the turbine, generator, or boiler outside recommended parameters established by OEM, compromised turbine or compressor blades, etc.

Respondents shall provide a list of any redundant equipment that is currently bypassed or out of service, and the related reason. Respondents shall also provide historical information on such issues and concerns that have arisen, how they were resolved, and the associated costs for the last ten years of operation, or for the commercial life of the generation facility, whichever is lesser.

Respondents shall provide maintenance history for the lesser of the past ten years of operation or the commercial life of the generation facility consisting of: (i) dates of last full unit inspection and findings based on OEM recommendations; and (ii) outstanding OEM recommendations remaining to be implemented, including the cost and outage duration for any major maintenance requirements expected over the coming ten years. Respondents shall provide the outage reports for major planned and forced outages for each of the past five years.

4.1.8.2 Operating Plan

Proposals should include a summary of the operating plan for the generation facility. Such plan should include software management system(s) and personnel roles and responsibilities for operating, maintaining, and servicing the facility, including any contractual arrangements currently in place.

Respondent shall provide an overview of key scheduled outage and maintenance plans, as well as plans for procuring and maintaining key spare parts.

For new or planned generation facilities, this should include a summary of the intended operating plan for the facility. The plan should include software management system(s) planned or in use (e.g., SAP, etc.), any third-party roles and responsibilities for operating,

maintaining, and servicing the facility, including any contractual arrangements to be executed. Respondent shall provide an overview of key scheduled outage and maintenance plans, as well as plans for procuring and maintaining key spare parts.

4.1.8.3 Fuel Supply

Respondents shall provide a description, including detailed cost information, contract duration, and material contract terms (including whether fuel contracts are taken or paid, minimum volume requirements, price reopeners, assignability, or termination provisions) of all fuel purchase, storage, and transport agreements related to the generation facility Proposal. Cost of fuel commodities shall be provided separately from the cost of fuel transportation. Respondents also must list any provisions or other considerations that would prohibit or impair the assignment and/or affect the performance obligations of either party under the respective contract(s). Respondents shall describe fuel purchase and transport to the generation facility, as well as any existing or known potential operational restrictions or impediments on such fuel purchase and transportation. Respondents also are required to provide a description of the existing fuel supply (and storage) infrastructure serving the generation facility, including the infrastructure for the delivery of secondary fuel for dual-fuel resources. However, BREC, through this RFP, is exploring the potential purchase of generation facilities, and it is BREC's sole discretion whether to assume any contract or contracts associated with the proposed generation facility related to fuel commodities and/or fuel transportation.

Proposals shall describe, to the extent possible, fuel sourcing strategy, including from where their fuel is sourced.

Proposals shall describe the generation facility's ability to access a reliable fuel supply that would support operation for any hour throughout the year, including the plant's on-site fuel storage and dual-fuel capabilities, if applicable. Proposals for gas generators shall indicate whether the facility is dual-fuel capable, and Proposals should include an indication of the days of on-site fuel storage available. Gas generators without dual fuel capability shall provide information on the costs required to make the facility dual fuel capable to the extent that such cost estimates are available. Natural gas fired facilities shall have firm gas transportation contracts in place for the amount of gas capacity necessary to fulfill the amount of UCAP being bid. Proposals that do not include firm gas supply may be disqualified.

4.1.8.4 Black Start Capability

BREC has an interest in facilities that can provide black start capability. Respondents should provide information on the black start capability of their proposed resources in their Proposals. If a facility does not have black start capability installed but could be made black start capable, Proposals should indicate the estimated costs to construct and operate and include the estimated construction timeline.

4.1.8.5 Future Fuels Capability

Respondents shall provide any information related to the potential for new or existing generation facilities to be fired using clean fuels² (i.e. renewable methane, hydrogen (of any color), etc.). The Proposal shall state the level to which such fuels could be blended into the facilities fuel mix and by what date(s). If the blending ratio of clean fuels is expected to increase over time, the Proposal shall contain a schedule to that effect.

4.1.9 Environmental Considerations

4.1.9.1 Emissions and Waste Disposal Compliance

New and existing resources must be in compliance with all applicable environmental rules and regulations. To the extent applicable, all environmental attributes, including emission reduction credits and/or allowances, related to the power being purchased shall be conveyed to BREC. This includes, but is not limited to, any and all credits in any form (emissions credits, offsets, financial credits, renewable generation credits, etc.) or baseline emissions associated with both known and unknown pollutants, including but not limited to SO₂, NO_X, Mercury (Hg), and CO₂.

For Asset Purchase Proposals of existing resources or new resources located on a brownfield site, the Seller will retain all pre-closing environmental liabilities and obligations as well as all known future environmental liabilities and obligations, in each case associated with the real and personal property transferred with or as part of a Sale of the Plant. This includes both on and off-site liabilities. The Buyer will assume all other post-closing environmental liabilities and obligations. For purposes of facility design, Seller should assume that the unit will be required to meet the proposed New Source Performance Standards for Greenhouse Gases (40 Code of Federal Regulations (CFR) part 60, subpart TTTT).

4.1.9.2 Water Supply

Respondents shall provide a detailed description of the water supply, including but not limited to, contract term, water usage, and cost of water for the generation facility. Respondents shall also provide the status of the facility's National Pollutant Discharge Elimination System (NPDES) permits, including, but not limited to, permit conditions, permit violations reported over the last five years, the timing of next permit renewal, and any other known concerns.

If applicable, Respondents shall provide a summary of the facility's water chemistry program, including key systems and suppliers, and its performance in the most recent year.

4.1.9.3 Permits

Existing generation facilities must have all relevant environmental and other permits necessary for operation and maintenance. Facilities without such permits may be disqualified from consideration at BREC's sole discretion. Respondents shall provide a description of all permits currently in place for the operation and maintenance of the facility (e.g., Spill Prevention Containment and Control plans, Title IV and Title V permits of the Clean Air Act,

² Clean fuels for this RFP are defined as including, but not limited to: Biofuels (cellulosic ethanol, biodiesel, etc.), Hydrogen, and Renewable Natural Gas

Cap and Trade Permits, NPDES permits, Water Withdrawal, and Pollution Incident Prevention Plan, etc.). Respondents must also state whether there are any provisions that would prohibit the assignment of such permits and/or any consents required for the assignment of such permits.

Respondents shall describe any operating limitations imposed by permitting or environmental compliance that limit plant availability.

Respondents shall provide a description of any identified environmental liabilities (e.g., potential site remediation requirements, etc.) for the facility.

For new generation facilities, the Respondent shall provide all the information requested above along with a timeline for receipt of permits not currently in hand. Failure to have permits in hand, prior to RFP submittal will not be grounds for removal from this RFP process assuming that permits will be received prior to the expected in-service date of the facility include in the Proposal.

4.1.10 Financial Considerations

4.1.10.1 Capital Expenditures

Respondents shall provide historical actual and budgeted capital expenditures for the generation facility. Historical capital expenditures shall be provided for each of the past five years in nominal dollars.

Planned and budgeted capital expenditures shall be provided for each of next five years in nominal dollars along with a description of the projects involved. Respondents also shall disclose any known capital expenditure needs outside of the five-year time horizon that are expected to exceed \$1 million dollars.

Respondents shall supply a summary list of all spare parts and components currently owned by the facility and their approximate dollar value. Respondents shall also identify any spare parts or components that are currently needed and/or on order as of the date the Proposal is submitted.

4.1.10.2 Acquisition Price

Respondents shall submit an acquisition price consisting of a single fixed payment that is inclusive of all monetary consideration for the generation facility, working inventory, and, if applicable, ancillary facilities and contractual arrangements (e.g., for fuel supply and transportation, maintenance, pollution control bonds, etc.). Respondents must submit their best and final price with their Proposal. Respondents must provide details regarding any liabilities that BREC might assume as a buyer of a generation facility.

For new or planned generation facilities, the price offered in the Proposal shall include all costs associated with providing a completed generating asset whose full output will be accredited to the MISO LRZ 6. This includes, but without limitation, costs associated with transmission interconnection, including engineering studies, siting, permitting, acquisition, and construction.

4.1.10.3 Other Contractual Commitments

Respondents shall provide a description, including detailed cost information, of any other contract(s) that are currently necessary for generation facility operations, including, but not limited to, long-term service agreements, state union labor contracts and/or technical support contracts, agreements related to capacity and/or energy sales from the facility and any capacity offers submitted to any independent system operator/regional transmission organization related to the generation facility that, if accepted, would be binding on BREC as a result of an acquisition. Respondents must also state whether there are any provisions that would prohibit the assignment and/or affect the performance obligations of either party under the respective contract, including transfer or cancellation fees.

4.1.11 Legal Considerations

4.1.11.1 Legal Proceedings, Liabilities, & Risks

The Proposal shall include a summary of all material actions, suits, claims or proceedings (threatened or pending) against Respondent, its Guarantor (if applicable) or involving the generation facility or the site as of the Proposal due date, including existing liabilities whether or not publicly disclosed, including but not limited to those related to employment and labor laws, environmental laws, or contractual disputes for the development, construction, maintenance, fueling, or operation of the facility.

4.1.11.2 Material Contingencies

Proposals that have material contingencies, such as for financing, may not be considered.

4.1.12 Additional Items Specific to New Facilities

All Proposals for new generation facilities must have a well-defined and credible development plan for Respondent to complete the development, construction, and commissioning of the facility on their proposed development timeline. Respondents submitting Proposals for new or planned facilities should review the Development Risk evaluation metric and be sure to discuss key development milestones in their Proposal.

If available, Respondents shall submit:

1. A copy of an executed MISO Generator Interconnection Agreement
2. A copy of all completed MISO System Impact Studies (Phase 1, Phase 2, and Phase 3)
3. Nodal economic analyses (2029 and 2034) showing expected unit economic metrics (including congestion impacts on: capacity factor, produced energy, and generation revenue) for the project at the proposed delivery point(s)

If Respondent cannot provide this information, Respondent must indicate why it cannot be provided and must provide a timeline showing ability to complete key development milestone requirements prior to or after June 1, 2029 including the above referenced items for the MISO generator interconnection queue.

Respondent shall also detail its MISO generator interconnection queue position, if any, and the types and amounts of transmission service requested (e.g., NRIS or ERIS). Respondents

submitting Proposals for a new or planned generation facility should also submit a copy of a fully executed EPC contract if available.

Respondents should also provide the following:

- Roles and responsibilities of the companies involved in the design, development, procurement, and construction of the facility. Information about key contributors shall extend to the status of contractual relationship with each key contributor; key contractual assurances, guarantees, warranties or commitments supporting the Proposal, including an executed EPC contract, and any past experience of Respondent working with each key contributor.
- Description of status of major equipment procurement, as well as processes for engineering, procurement, and construction bids and awards.
- Description of the facility site and Respondent's rights (i.e., whether owned, leased, under option) to such site. Please indicate whether additional land rights are necessary for the development, construction, and/or operation of the facility.
- Discussion of the development schedule and associated risks and risk mitigation plans for that schedule, including whether there are contract commitments from contractors supporting the proposed schedule. The Respondent should be prepared to document and commit to a proposed development schedule, which should include a COD.
- Discussion of the financing arrangements secured by the Respondent, including an overview of the sources of funds, and level of commitment from debt, equity, or other investors.
- Discussion on permitting, including a list of all required permits, permitting status of each, and key risks to securing necessary future permit approvals.
- Description of status in MISO queue process and presentation of documents described above.
- Financial information regarding guarantors and sources of equity funding along with either the Respondent's or guarantors' senior unsecured debt and/or corporate issuer ratings documentation from Moody's and Standard & Poor's showing the name of the rating agency, the type of rating, and the rating of the Respondent or guarantor.

BREC will not assume any responsibility for the successful development, construction, and/or completion of a proposed facility. Accordingly, development schedule, budget, permits and approval risk will be the sole responsibility of the Respondent.

4.2 Power Purchase Agreement Proposals

BREC will consider meeting some or all its resource requirements through Power Purchase Agreements, of either traditional or tolling designs. PPAs will be considered for battery storage, renewable, hybrid, and conventional resources. All requested information should be filled out in the "Proposal Data Form."

4.2.1 Useful Life

For PPA Proposals, BREC will only consider bids for new facilities or existing facilities that have an estimated remaining useful life of twenty or more years from the acquisition date. In all cases, Respondents shall describe the expected useful life of all facilities included in their Proposals.

4.2.2 Capacity Characteristics

Respondents shall state the nameplate capacity, net summer operating capacity, and net winter operating capacity of the facility included in their Proposal. If the facility is an existing resource, the awarded unforced capacity (UCAP) of the generation facility for the last five MISO planning years shall be included.

Respondents also should provide the expected UCAP for the first five MISO planning years beginning June 1, 2029, based on current MISO rules for the applicable generating technology.

Respondents shall provide any information pertaining to the availability of the facility, by season, contemplated under the new MISO seasonal resource adequacy proposal.

4.2.3 PPA Start Date

In preparing their Proposals, Respondents shall target the start of the PPA on or before the start of the 2029/30 Planning Resource Auction window, subject to regulatory approvals. If Respondent can offer more competitive pricing and terms for commencing prior to or after March 1, 2029, Respondent should detail the drivers and the optimal date for contract start date.

4.2.4 Facility Name

Respondents shall state the name of the generating facility, the county where the generating facility is located, the owner (or developer) of the facility, and the commercial pricing node associated with the facility, if applicable. The facility must qualify as MISO internal generation (i.e., not pseudo-tied into MISO) and be qualified to receive Zonal Resource Credits for Zone 6 consistent with MISO's Module E Planning Resource Auction. Should the facility not be qualified in Zone 6, Respondents shall detail in their Proposals the means by which Zonal Resource Credits will be delivered/fulfilled in Zone 6.

4.2.5 Location and Site Control

BREC prefers projects located near its load and within its' service territory. Non-conforming bids by Respondents for a generation facility or facilities not meeting the location requirements may be disqualified from consideration on that basis alone.

BREC will consider any Proposal for a facility to be developed on an existing BREC-owned site.

In addition to location requirements, Respondent must demonstrate complete site control of the proposed site that is effective at the time of RFP Proposal submission and continues through the term of the associated agreement with BREC.

4.2.6 Capacity Availability and Deliverability

For Proposals to sell an existing generation facility to BREC via PPA, the existing generating facility must be commercially operable, including all facilities and requirements necessary to deliver capacity (Zonal Resource Credits) to MISO LRZ 6. Respondents must identify the specific point(s) of interconnection including the type(s) of transmission service (e.g., NRIS or Energy Resource Interconnection Service (ERIS)). Proposals for facilities without existing firm deliverability to MISO LRZ 6 should include cost estimates and transmission studies associated with securing such deliverability.

The Proposal should also include nodal economic analyses (2024, 2029, and 2034) showing expected unit economic metrics (including congestion impacts on capacity factor, produced energy, and generation revenue) for the project at the proposed delivery point(s).

BREC reserves the right to reject any Proposal that does not include the full cost of any known or potential interconnection costs or network upgrades that may be required to provide firm deliverability to MISO LRZ 6 and/or that does not include interconnection, reliability, and/or economic analyses supporting interconnection and transmission requirements. Such materials should include a technical description and estimated costs of network upgrades from studies completed or underway.

If, during the evaluation, 1898 & Co. or BREC determines that the Proposal will be unable to achieve firm delivery to MISO LRZ 6 and the BREC load node, BREC.BREC, the Proposal will be rejected.

4.2.7 Generation Technology

Respondents shall describe the generation technology of the facility, including the make of the equipment, model, and name of supplier.

4.2.8 Dispatch and Emissions Characteristics

Respondents shall state/describe the dispatch characteristics of the facility, including, but not limited to, minimum load level, ramp rates (up and down), number of turbines that can be started simultaneously (if applicable), fuel consumption during startup, capability decreases as a result of ambient temperature increases, supplemental firing capability and any operating limitations caused by such factors as design, material condition of the facility, and various permit restrictions. Respondents shall state/describe the emissions profile of the facility, including but not limited to, the lbs./MMBtu at various dispatch profiles as applicable (startup, minimum load, mid, and max output) by season (summer, winter) for applicable emissions: NO_x, SO₂, CO₂, VOC, PM_{2.5}, PM₁₀, and CO.

Respondents shall provide expected capacity factors, including 8760 hourly P50 profiles (actual or based on weather data) and the expected useful life of the asset. If applicable, Respondents shall also provide expected annual degradation rates

Regarding any major operational limitations, Respondents shall provide a description of the root causes of the limitations (e.g., OEM design, material condition of the facility, environmental permits, etc.) Generating facilities considered a DIR in MISO shall provide historical curtailments over the most recent five years. New facilities shall put forth a best effort forecast of curtailments by MISO. Respondents shall also specify how DIR will be

addressed (i.e., agreed to MISO offer price, bank of curtailment energy, etc.) within submitted Proposals. Generally, Proposals shall also take into consideration BREC acting as the MISO Market Participant (responsible for market offers). However, BREC is willing to consider Proposals where BREC is not acting as the MISO Market Participant to the extent it is beneficial to BREC's customers.

4.2.9 Fuel Supply

Respondents must supply a detailed fuel supply plan that fully details how fuel is purchased and transported to the facility as well as any existing or known potential operational restrictions or impediments on such fuel supply. This applies to all fuel types used to operate a facility, including natural gas, coal, fuel oil, biomass, etc. The Respondent is also required to provide a description, including detailed cost information, of all fuel service and purchase agreements applicable to the facility.

Respondents proposing a PPA shall be solely responsible for maintaining a reliable fuel supply that is delivered to the Respondent's proposed generating unit(s) to ensure reliable delivery of firm capacity and energy to BREC throughout the Delivery Term. Facilities operating on natural gas must have firm natural gas supply agreement(s) capable of meeting 100% of the facility's maximum daily consumption requirements throughout the Delivery Term. The supply agreement(s) should provide all services required to cause natural gas to be delivered to the facility on a firm basis, which may include both timely and intraday supply, transportation, storage, and/or balancing.

4.2.10 Financial Considerations

4.2.10.1 Power Purchase Agreement

Respondents shall submit an annual power purchase price (\$ and/or \$/MWh as applicable) consisting of a payment that is inclusive of all monetary consideration for the generation facility, working inventory, and, if applicable, ancillary facilities and contractual arrangements (e.g., for fuel supply and transportation, maintenance, pollution control bonds, etc.). Respondents must submit their best and final price with their Proposal. Respondents must provide details regarding any liabilities that BREC might assume.

For new or planned generation facilities, the price offered in the Proposal shall include all costs associated with providing a completed generating asset whose full output will be accredited to the MISO LRZ 6. This includes, in particular, but without limitation, costs associated with transmission interconnection, including engineering studies, siting, permitting, acquisition and construction.

4.2.10.2 Asset(s) Specific Financial Information

Respondents shall submit audited or unaudited Financial Statements including Balance Sheets, Income Statements and Cash Flow Statements for the proposed asset(s) for the past three years. Respondents shall clearly indicate book value of the asset(s) in the financial information submitted.

4.2.10.3 Other Contractual Commitments

Respondents shall state whether there are other contractual commitments limiting or affecting the operation of the facility. Respondents shall state whether there are any other

agreements in place for or claims on output from the facility. Such information should include any obligations that may restrict or compromise BREC's ability to dispatch the facility.

4.2.10.4 Assets in Development

For PPA supported by proposed assets or assets that have not yet achieved their COD, Respondents must provide the same information requested in Section 4.1.7 for facilities to be developed.

4.2.11 Additional Items Specific to New Facilities

All Proposals for new generation facilities must have a well-defined and credible development plan for Respondent to complete the development, construction, and commissioning of the facility on their proposed development timeline. Respondents submitting Proposals for new or planned facilities should review the Development Risk evaluation metric and be sure to discuss key development milestones in their Proposal.

If available, Respondents shall submit:

1. A copy of an executed MISO Generator Interconnection Agreement
2. A copy of all completed MISO System Impact Studies (Phase 1, Phase 2, and Phase 3)
3. Nodal economic analyses (2029 and 2034) showing expected unit economic metrics (including congestion impacts on: capacity factor, produced energy, and generation revenue) for the project at the proposed delivery point(s)

If Respondent cannot provide this information, Respondent must indicate why it cannot be provided and must provide a timeline showing ability to complete key development milestone requirements prior to or after June 1, 2029 including the above referenced items for the MISO generator interconnection queue.

Respondent shall also detail its MISO generator interconnection queue position, if any, and the types and amounts of transmission service requested (e.g., NRIS or ERIS). Respondents submitting Proposals for a new or planned generation facility should also submit a copy of a fully executed EPC contract if available.

Respondents should also provide the following:

- Roles and responsibilities of the companies involved in the design, development, procurement, and construction of the facility. Information about key contributors shall extend to the status of contractual relationship with each key contributor; key contractual assurances, guarantees, warranties or commitments supporting the Proposal, including an executed EPC contract, and any past experience of Respondent working with each key contributor.
- Description of status of major equipment procurement, as well as processes for engineering, procurement, and construction bids and awards.
- Description of the facility site and Respondent's rights (i.e., whether owned, leased, under option) to such site. Please indicate whether additional land rights are necessary for the development, construction, and/or operation of the facility.

- Discussion of the development schedule and associated risks and risk mitigation plans for that schedule, including whether there are contract commitments from contractors supporting the proposed schedule. The Respondent should be prepared to document and commit to a proposed development schedule, which should include a COD.
- Discussion of the financing arrangements secured by the Respondent, including an overview of the sources of funds, and level of commitment from debt, equity, or other investors.
- Discussion on permitting, including a list of all required permits, permitting status of each, and key risks to securing necessary future permit approvals.
- Description of status in MISO queue process and presentation of documents described above.
- Financial information regarding guarantors and sources of equity funding along with either the Respondent's or guarantors' senior unsecured debt and/or corporate issuer ratings documentation from Moody's and Standard & Poor's showing the name of the rating agency, the type of rating, and the rating of the Respondent or guarantor.

BREC will not assume any responsibility for the development, construction, and/or completion of a proposed facility. Accordingly, development schedule, budget, permits and approval risk will be the sole responsibility of the Respondent.

5.0 EVALUATION PROCESS

5.1 Proposal Evaluation and Contract Negotiations

5.2 Initial Proposal Review

An initial review of the bids will be performed by 1898 & Co. Proposals will be reviewed for completeness and those respondents with Proposals that do not meet the requirements of this RFP may be notified. Respondents may also be contacted for additional data or clarifications by 1898 & Co., these communications will be initiated via e-mail from (BRECRFP2022@1898andco.com). Each complete bid will be evaluated for quantitative and qualitative factors. The evaluation criteria outlined in this section are intended to relatively compare each Proposal to analogous submissions and will be the starting guidelines for the evaluation. This evaluation, in conjunction with the IRP, will be used to determine which resources are most capable of providing BREC customers with a safe, reliable, and affordable power supply.

5.3 Evaluation Criteria – Generation Facility

1898 & Co. will quantitatively and qualitatively evaluate all conforming generation facility Proposals' ability to meet power supply needs. During this evaluation process, 1898 & Co. may or may not choose to initiate more detailed clarification discussions with one or more Respondents.

Discussions with a Respondent shall in no way be construed as commencing contract negotiations. A more detailed quantitative evaluation for select Respondents will consider production cost models and nodal analysis.

5.3.1 Levelized Cost of Energy

The initial evaluation will be primarily based on a comparison of each Proposal's Levelized Cost of Energy (LCOE). A LCOE allows for Proposals within asset classes, which have different sizes, pricing, operating characteristics, ownership structures, etc. to be evaluated and compared to each other on an equivalent economic basis. The LCOE analysis will incorporate all costs associated with an asset purchase or PPA over a standardized amount of time. These costs will include the applicable purchase or PPA cost, fixed costs, and variable operating expenses across standard technology respective operating parameters. The levelized value of these costs over this time-period are then divided by the energy produced by the respective Proposal.

BREC specific assumptions used in this analysis will be in accordance with BREC's long-term planning assumptions, including but not limited to:

- Discount rate
- Capital recovery factor
- Escalation Rate(s)
- Commodity forecasts

The LCOE evaluation is a screening level economic evaluation which will determine the cost of energy provided by each Proposal relative to similar technology types. Proposals within an evaluation class with the lowest LCOE will receive full scoring for this metric. Based on variance of costs and number of Proposals in each class, points awarded to higher cost Proposals will be scaled accordingly.

The rules for performing the LCOE analysis will be determined by 1898 & Co. and BREC in advance of the receipt and review of any Proposals. However, as part of the process of evaluating Proposals, cases may arise where, in order to adequately project asset costs or to facilitate a comparison between qualified Proposals, the rules related to the LCOE analysis may require review and/or adjustment. To the extent that any additions or adjustments are required, such additions or adjustments will be made solely by 1898 & Co. In such cases, any and all rules will be applied consistently across all Respondents.

While performing LCOE analyses of Proposals, 1898 & Co. may request additional or clarifying information from a given Respondent regarding unit performance, operating costs, or other factors that influence the LCOE calculation for a given resource. Requests for additional information may be required to ensure that all qualified Proposals are fairly and consistently evaluated. Respondents will be required to respond within five business days of receipt of such request. 1898 & Co. will not consider unsolicited updates from Respondents related to the cost of any power supply resource.

5.3.2 Energy Settlement Location

BREC prefers Proposals that include all costs to have energy financially settled or directly delivered to BREC's load node, BREC.BREC. Proposals that meet this criteria will receive full points.

5.3.3 Interconnection and Development Status

Existing resources will receive full credit under this evaluation category. Plants that have not achieved commercial operation but that are in the MISO Generation Interconnection (GI) Queue will be awarded points based on the Definitive Planning Phase they are in. Other projects not in the MISO GI Queue must demonstrate development progress. Facilities failing to meet critical development milestones may be disqualified from consideration at BREC's sole discretion.

Points will be awarded based on the achievement of certain development milestones towards the facility COD. The selected milestones are as follows:

- Executed a MISO Generator Interconnection Agreement
- Completed a MISO System Impact Study (five points will be award for each DPP Phase completed)
- Achieved site control and completed zoning/permitting requirements
- EPC/Contractor Contract awarded

5.3.4 Local Clearing Requirement Risk

The MISO footprint is split into ten LRZs. All load serving entities within MISO are required to obtain capacity which meets their respective Planning Reserve Margin (PRM). A Local Reliability Requirement is also established for each LRZ which is the aggregate of all Load Serving Entity's (LSE's) PRMs. Due to Zonal capacity import/export limitations a portion of each LRZ's Local Reliability Requirement must be served locally, this requirement is the zone's Local Clearing Requirement (LCR). The LCR establishes the amount of Unforced Capacity which is required to be located in each respective LRZ.

Proposals located within LRZ 6 provide additional risk avoidance to BREC's LCR requirements and will receive full points.

5.3.5 Project Risk Factors

Certain risk factors may be unique to a Proposal. Such factors may be significant enough to independently impact the overall ability of the Proposal to meet BREC's needs.

This category is intended to capture unspecified risk that may be highlighted by a Respondent or identified during the Proposal review. The Project Risk Factors Section attempts to identify and score potential risks which may compromise the future performance of the asset. In situations where the level of risk is not accurately represented, scoring may be adjusted. Potential considerations include, but may not be limited to the following:

- Credit and financial plan - Proposals with a long term unsecured credit rating below BBB- (Baa3 for Moody's) will not be considered in this evaluation. Proposals which have internal financing are preferred.
- Development experience - Relevant technology development experience is an important risk factor.
- Sole ownership vs. partial owner structure
- Proposal ownership structure
- Operational control
- Fuel risk
- Delivery date
- Site Control
- Any such risks shall be disclosed along with a description of the associated measures taken to mitigate the risk. Failure to disclose a reasonably foreseeable risk or risks may be a basis to disqualify a Proposal.

Proposals with no such risks as determined by 1898 & Co. will receive the full number of points available in this category. Proposals with asset or project-specific risks that are not able to be fully mitigated may receive fewer points depending on 1898 & Co.'s assessment.

5.4 Discussion of Proposals During Evaluation Period

While performing analyses of Proposals, 1898 & Co. may request additional or clarifying information from a given Respondent for a given resource. Requests for additional information may be required to ensure that all qualified Proposals are fairly and consistently evaluated. Respondents will be required to respond within five business days of receipt of such request.

1898 & Co. will not consider unsolicited updates from Respondents related any Proposal during the evaluation period, with the exception of if there is a material change to the generation facility being proposed or the circumstances of the Respondent that could affect the outcome of the RFP evaluation.

5.5 Contract Execution

Based on the quantitative and qualitative evaluations, BREC may or may not select candidates for further discussions. BREC will contact any selected Respondent in writing to confirm interest in commencing contract negotiations. All negotiations will begin with BREC's standard contract as a starting point. BREC's commencement of and participation in negotiations shall not be construed as a commitment to execute a contract. If a contract is negotiated, it will not be effective unless and until it is fully executed with the receipt of all required regulatory approvals.

BREC does not, by this RFP, obligate itself to purchase any generation facility or facilities, or to execute the Asset Purchase Agreement or PPA with any Respondent who submits an offer to sell generation capacity and/or energy to BREC and BREC may, in its discretion, reject any or all Proposals, as such are described in this RFP.

Selection of a winning Proposal shall not be construed as a commitment by BREC to execute an agreement. During the period between 1898 & Co.'s delivery of results to BREC and the date of execution of any agreement, BREC will conduct additional due diligence on the Proposal which may include, but not be limited to, onsite visits, management interviews, legal and regulatory due diligence, and detailed engineering assessments and facility dispatch modeling.

6.0 MISCELLANEOUS PROPOSAL REQUIREMENTS

6.1 Proposal Submission

All Proposal documents must be submitted to the RFP Manager via the RFP Website

6.2 Format and Documentation

All Proposals submitted in response to this RFP must be received by 1898 & Co. no later than the Proposal Submittal Due Date shown in Section 2.6. 1898 & Co. and BREC will not evaluate Proposals as part of this RFP process if submitted after this date and time. Multiple Proposals submitted by the same Respondent must be identified and submitted separately. Financial statements, annual reports, technical specification documents, and other large documents can be sent electronically to the RFP e-mail address. Each Proposal must contain the following:

- Appendix B: Mutual Non-Disclosure Agreement (MNDA) without any major changes.
- Appendix D: Proposal Data Form in Excel format

6.3 Certification

A Respondent's Proposal must certify that:

- There are no pending legal or civil actions that would impair the Respondent's ability to perform its obligations under the proposed PPA or Asset Purchase
- The Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false Proposal
- The Respondent has not solicited or induced any other person, firm, or corporation to refrain from submitting a Proposal
- The Respondent has not sought by collusion to obtain any advantage over any other Respondent.

6.4 Reservation of Rights

Nothing contained in this RFP shall be construed to require or obligate BREC to select any Proposals or limit the ability of BREC to reject all Proposals in its sole and exclusive discretion. BREC further reserves the right to withdraw and terminate this RFP at any time prior to the Proposal Submittal Due Date, selection of bids or execution of a contract. All final contracts will be contingent on KYPSC approval.

All Proposals submitted to BREC pursuant to this RFP shall become the exclusive property of BREC and may be used for any reasonable purpose by BREC. BREC and 1898 & Co. shall consider materials provided by Respondent in response to this RFP to be confidential only if such materials are clearly designated as Confidential. Respondents should be aware that their Proposal, even if marked Confidential, may be subject to discovery and disclosure in regulatory or judicial proceedings that may or may not be initiated by BREC. Respondents may be required to justify the requested confidential treatment under the provisions of a protective order issued in such proceedings. If required by an order of an agency or court of

competent jurisdiction, BREC may produce the material in response to such order without prior consultation with the Respondent.

6.5 Confidentiality

All Proposals submitted in response to this RFP become the responsibility of 1898 & Co. and BREC upon submittal. Respondents should clearly identify each page of information considered to be confidential or proprietary. Consistent with the RFP MNDAs (Appendix B), 1898 & Co. will take reasonable precautions and use reasonable efforts to maintain the confidentiality of all information so identified. BREC reserves the right to release any Proposals, or portions thereof, to agents, attorneys, or consultants for purposes of Proposal evaluation.

Regardless of the confidentiality claimed, however, and regardless of the provisions of this RFP, all such information may be subject to review by, and disclosable by BREC, to the appropriate state authority, or any other governmental authority or judicial body with jurisdiction relating to these matters and may also be subject to discovery by other parties subject to fully executed MNDAs/confidentiality agreements.

6.6 Previous Development Experience

BREC expects all respondents to provide a detailed summary on all previously built projects like the one being submitted in response to this RFP. BREC expects all summaries to include, but not limited to, the following information:

- Number of Previous Projects
- Project Size and location
- Project Type and Technology

Proposals shall include a list of projects with a brief description of Respondent's experience in the areas of development, financing, permitting, ownership, construction, and operation of all utility-scale power generation facilities.

Please provide a list of projects with a brief description of the Engineering, Procurement and Construction ("EPC") contractor's experience as it relates to utility-scale power generation.

In the case of a project yet to be constructed and developed, Respondent must demonstrate in its Proposal that it and/or its partner(s) have previously developed a project to the point of commercial operation and that the size of such previously developed project is at least ten percent (10%) of the size of the proposed project.

In the case of existing projects, each Respondent must demonstrate in its Proposal that it and/or its partner(s) has previously operated a project utilizing the same technology being proposed, that the size of such previously operated project is at least fifty percent (50%) of the size of the proposed project, and that such project will have operated successfully for a minimum of one (1) year.

6.7 Regulatory Approvals

Pursuant to the terms of the definitive agreement(s), the Respondent will agree to use its reasonable best efforts, including, if necessary, providing data and testimony, to obtain any and all State, Federal, or other regulatory approvals required for the consummation of the transaction.

Please note in particular that approval by the Big Rivers' Board of Directors, KYPSC, RUS, MISO and FERC may be required before the transaction can be consummated between the selected Respondent and BREC. As part of the regulatory process, responses to the RFP may be provided to parties who have executed an MNDA, specifically acknowledging that they are neither affiliated with any party responding to the RFP or serving as a conduit for any party responding to the RFP.

6.8 Credit Qualification and Collateral

The credit and commitment of any bid will be a critical part of the bid evaluation process. A Respondent must have a credit rating for its senior unsecured debt of BBB- or higher for Standard & Poor's (or Baa3 or higher for Moody's). If a Respondent is unrated or does not meet this minimum credit rating requirement, the Respondent may provide credit support from a corporate guarantor that meets the requirement.

As part of a final binding contract, and depending on the structure of the transaction, BREC will further review the credit of the Respondent and the risk associated with the transaction to determine what, if any, additional credit requirements may be necessary to protect its ability to serve its customers in a reliable manner.

It should be expected that any project with whom BREC decides to execute a contract will be required to post collateral at or shortly after the execution of the definitive agreement and will be in force until the transfer of title to BREC for generating asset Proposals or the duration of the PPA.

6.9 Non-Exclusive Nature of RFP

BREC may procure more or less than the amount of assets solicited in this RFP from one or more Respondent(s). Respondents are advised that any definitive agreement executed by BREC and any selected Respondent may not be an exclusive contract for the provision of assets. In submitting a Proposal(s), Respondent will be deemed to have acknowledged that BREC may contract with others for the same or similar deliverables or may otherwise obtain the same or similar deliverables by other means and on different terms.

6.10 Information Provided in the RFP

The information provided in this RFP, or on the RFP Website, has been prepared to assist Respondents in evaluating this RFP. It does not purport to contain all the information that may be relevant to the Respondent in satisfying its due diligence efforts. BREC makes no representation or warranty, express or implied, as to the accuracy, reliability, or completeness of the information in this RFP, and shall not be liable for any representation, expressed or implied, in this RFP or any omissions from this RFP, or any information provided to a Respondent by any other source.

6.11 Proposal Costs

BREC shall not reimburse Respondent and Respondent is responsible for any cost incurred in the preparation or submission of a Proposal(s), in negotiations for an agreement, and/or any other activity contemplated by the Proposal(s) submitted in connection with this RFP. The information provided in this RFP, or on BREC's RFP website, has been prepared to assist Respondents in evaluating this RFP. It does not purport to contain all the information that may be relevant to Respondent in satisfying its due diligence efforts.

6.12 Indemnity

Supplementing Respondent's assumption of liability pursuant to this RFP, Respondent shall indemnify, hold harmless and defend 1898 & Co. along with BREC and its parent company, officers, employees and agents, from any and all damages, liabilities, claims, expenses (including reasonable attorneys' fees), losses, judgments, proceedings or investigations incurred by, or asserted against, BREC or its officers, employees or agents, arising from, or are related to, this RFP, or the execution or performance of one or more definitive agreements.

6.13 Hold Harmless

Respondent shall hold 1898 & Co. along with BREC harmless from all damages and costs, including, but not limited to, legal costs in connection with all claims, expenses, losses, proceedings, or investigations that arise as a result of this RFP or the award of a Proposal pursuant to the RFP or the execution or performance of a definitive agreement.

6.14 Further Assurances

By submitting a Proposal, Respondent agrees, at its expense, to enter into additional agreements, and to provide additional information and documents, in either case as requested by 1898 & Co. in order to facilitate: (a) the review of a Proposal, (b) the execution of one or more definitive agreements, or (c) the procurement of regulatory approvals required for the effectiveness of one or more definitive agreements.

6.15 Licenses and Permits

Respondent shall obtain, at its cost and expense, all licenses and permits that may be required by any governmental body or agency necessary to conduct Respondent's business or to perform hereunder. Respondent's subcontractors, employees, agents, and representatives of each in performance hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders, and all other governmental requirements.

6.16 Respondent Pre-Qualification

Respondents to this RFP are required to fill out and sign Appendix A: Notice of Intent to Respond, Appendix B: Mutual Non-Disclosure Agreement (MNDA), and Appendix C: Pre-Qualification Application in its present form.

6.17 Multiple Proposals and Proposal Fee

In the event that multiple Proposals are submitted by the same Respondent, the Respondent must indicate whether the Proposals are to be evaluated independently of one another or if Proposals are to be considered together.

Respondents may submit up to three (3) Proposals at no cost in response to this RFP. Respondents submitting more than three responses will incur a Proposal Evaluation Fee for each additional Proposal submitted. The non-refundable fee for evaluating each additional Proposal is \$5,000. This sum will serve to defray evaluation costs. Respondents can find instructions for paying fees for their Proposal(s) on the RFP Website. BREC and 1898 & Co. will have sole discretion to determine whether a submission is deemed a single Proposal or multiple Proposals.

6.18 Mutual Non-Disclosure Agreement

This RFP contains an RFP MNDA (Appendix B). Respondents shall submit a signed version to the RFP Website by 5:00 p.m. CDT on April 18, 2022, Respondents may download the form from the RFP Website.

6.19 Valid Proposal Duration

Proposals must include pricing that is firm and not subject to any revisions during the initial evaluation process. BREC will receive all associated allowances or credits, if any. Seller agrees to transfer any Financial Transmission Rights or Auction Revenue Rights associated with the asset to the Buyer (BREC).

Escalation rates shall be fixed or set annually to the Gross Domestic Product Implicit Price Deflator (GDPIPD). The GDPIPD will be reset annually as published by the U.S. Department of Commerce, Bureau of Economic Analysis. Formulaic mechanisms will not be subject to revisions during the evaluation and negotiation process.

All pricing should be provided in Appendix D in terms of US dollars as of the date the term of the contract begins and not subject to a currency exchange rate adjustment. Respondents are strongly encouraged to provide their best pricing with their initial submittal. BREC is not obligated to provide an opportunity in the evaluation schedule for Respondents to refresh or update their pricing before the final selection(s) are made (if any). Respondents Proposal pricing shall remain valid for 1-year from the Proposal Submittal Due Date.

6.20 Acknowledgement of RFP Terms and Conditions

The submission of a Proposal shall constitute Respondent's acknowledgment and acceptance of all the terms, conditions, and requirements of this RFP.

6.21 Executive Summary

Please provide a one-page executive summary of the Proposal in the form of a cover letter. Include the facility's location, age, or development status and if applicable, MISO generator interconnection project number, size, the primary contact's name, e-mail, and phone number, and an overview of the major features of the Proposal. The Executive Summary must be signed by an officer of the Respondent who is duly authorized to commit the firm to carry out the proposed transaction should BREC accept the Proposal (this does not have to be the primary contact). A Table of Contents should be the first page and immediately precede the Executive Summary.

APPENDIX A - NOTICE OF INTENT TO RESPOND



NOTICE OF INTENT TO RESPOND

| CONTACT INFORMATION | | | |
|-------------------------|--|------|--|
| Company | | | |
| Primary Contact: | | | |
| Name | | | |
| Title | | | |
| Telephone | | | |
| E-mail | | | |
| Mailing Address | | | |
| Signature of Respondent | | Date | |

APPENDIX B - MUTUAL NON-DISCLOSURE AGREEMENT

SEE ATTACHMENT: APPENDIX B – Mutual Non-Disclosure Agreement.pdf

APPENDIX C - PRE-QUALIFICATION APPLICATION

PRE-QUALIFICATION APPLICATION

Respondent's Credit-Related Information

Provide the following data to enable BREC to assess the financial viability of the Respondent as well as the entity providing the credit support on behalf of the Respondent (if applicable). Include any additional sheets and materials with this Appendix as necessary. As necessary, please specify whether the information provided is for the Respondent, its parent, or the entity providing the credit support on behalf of the Respondent.

Full Legal Name of the Respondent:

Dun & Bradstreet No. of Respondent:

Type of Organization: (Corporation, Partnership, etc.)

State of Organization:

Respondent's Percent Ownership in Proposal:

Full Legal Name(s) of Parent Corporation:

Entity Providing Credit Support on Behalf of Respondent (if applicable):

—

Dun & Bradstreet No. of Entity Providing Credit Support:

Address for each entity referenced (provide additional sheets, if necessary):

Type of Relationship:

Current Senior Unsecured Debt Rating from each of S&P and Moody's Rating Agencies (specify the entity these ratings are for):

OR, if Respondent does not have a current Senior Unsecured Debt Rating, then Tangible Net Worth (total assets minus intangible assets (e.g., goodwill) minus total liabilities):

Bank References & Name of Institution:

Bank Contact: Name, Title, Address and Phone Number:

Pending Legal Disputes, if any (describe):

General description of Respondent's ability to construct, operate and maintain project, to the extent applicable:

Financial Statements of the Respondent or its Credit Support Provider, where applicable, must include Income Statement, Balance Sheet, Statement of Cash Flows, all notes corresponding to those financial statements and applicable schedules for three most recent fiscal years and financial report for the most recent quarter or year-to-date period. Also, if available, please provide copies of the Annual Reports and/or 10K for the three most recent fiscal years and quarterly report (10Q) for the most recent quarter ended, if available. If such reports are available electronically, please provide link.

APPENDIX D - PROPOSAL DATA

SEE ATTACHMENT: APPENDIX D – PROPOSAL DATA.xlsx

APPENDIX E - PROPOSAL CHECKLIST

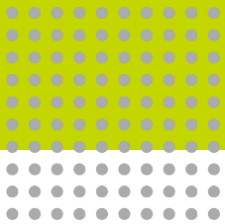
PROPOSAL CHECKLIST

Required:

- Appendix B – Non-Disclosure Agreement
- Appendix C – Pre-Qualification Application
- Appendix D – Proposal Data
- Executive Summary
- MISO Generator Interconnection Agreement
- MISO System Impact Studies (Phases 1 -3)
- Proposal Evaluation Fee (if applicable)
- EPC Contract (if applicable)

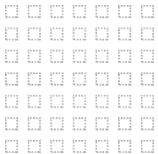
Other Data:

- Nodal economic analyses
- PSS/E v33 raw or idev file that reflects modeling parameters of the Project at the respective point of interconnection
- Unit inspection findings and dates and outstanding recommendations yet to be implemented, summary of operating plan, and outage and maintenance plans
- Water supply description, NPDES permit details, all relevant environmental permits, environmental liabilities, and water chemistry program summary and performance
- Emissions credits or offsets and baseline emissions of known and unknown pollutants
- Spare parts list
- Other contractual commitments
- Summary of all legal proceedings, claims, actions, or suits against the Respondent, Guarantor, or involving the facility or site
- Discussion regarding roles and responsibilities of any companies involved, status of major equipment procurement, facility site and Respondent's rights to such site, development schedule and associated risks and risk mitigation plans, and financing arrangements
- Description of fuel supply, fuel cost information, and fuel contract duration and terms
- Audited or unaudited financial statements including balance sheets, income statements, and cash flow statements for the proposed asset(s) for the past three years.



9400 Ward Parkway
Kansas City, MO

816-605-7800
1898andCo.com





COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

**ELECTRONIC APPLICATION OF)
BIG RIVERS ELECTRIC CORPORATION) Case No. 2022-00296
FOR APPROVAL OF AMENDMENT TO)
POWER PURCHASE AGREEMENT)**

Big Rivers Electric Corporation's

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

**Attachment No. 2 to Big Rivers' Response to
Item No. 9**

**FILED WITH MOTION FOR
CONFIDENTIAL TREATMENT**

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 10) See Application at numerical paragraph 23 where it states, the*
2 *renewable energy proposed to be procured under the PPA is, “still needed to*
3 *satisfy Big Rivers’ obligations to provide solar power to Meade County*
4 *RECC necessary for Meade County RECC to supply solar power to Nucor*
5 *Corporation (“Nucor”).*

6 *a. Confirm the revenues generated by Meade County RECC and*
7 *BREC related to its sales to Nucor are sufficient to fully cover the*
8 *costs of the procurement considered under the proposed amended*
9 *PPA, including all costs (costs of energy, network upgrade costs, etc.).*

10 *b. Confirm the revenues generated by Meade County RECC and*
11 *BREC related to its sales to Nucor are sufficient to contribute to the*
12 *fixed costs of Meade County RECC and BREC ratepayers.*

13 *c. Provide a detailed analysis supporting the confirmation*
14 *requested in A and B.*

15

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *d. Discuss whether Meade County RECC and BREC maintain*
2 *sufficient capacity and energy to serve the Nucor load if the developer*
3 *operator of the PPA fails or refuses to supply the contemplated*
4 *generation.*

5 *e. Would a failure or refusal of the developer/operator to supply*
6 *the contracted generation cause the Meade County RECC and BREC*
7 *to resort to market purchases that could potentially increase costs for*
8 *all ratepayers?*

9

10 **Response)**

11 a. Paragraph Number 23 of the Application refers to the obligation
12 contained in Paragraph C.2 of Exhibit C to the Agreement for Electric Service
13 between Meade County RECC and Nucor (the “Retail Agreement”). Under
14 that paragraph, [REDACTED]

15

16 [REDACTED]. As such, Big Rivers will fully recover its cost for the solar

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 energy provided to Nucor from a designated solar facility. Please see the
2 copy of Retail Agreement attached to Big Rivers' response to Item 18 of the
3 Attorney General's First Request for Information.

4 b. See the response to subpart a.

5 c. See the response to subpart a.

6 d. Please see Big Rivers' response to Item No. 17 of the AG's First
7 Request for Information, which provides information related to Big Rivers'
8 capacity and energy positions and forecasted net margins.

9 e. Please see Big Rivers' response to Item No. 17 of the AG's First
10 Request for Information, which provides information related to Big Rivers'
11 capacity and energy positions and forecasted net margins.

12

13 **Witness)** Ronald R. Repsher

14

15

16

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 Item 11) *See Direct Testimony of Mark Eacret at Page 16 of 19 where it*
2 *states, “[w]ith the new contract terms and updated assumptions, the value*
3 *of the PPA to our Members actually increases to \$85.9 million,” from \$58.1*
4 *million.*

5 a. *Confirm that the “increase” in value represents only a*
6 *comparison of the “value” of the Original PPA based on the terms and*
7 *the market conditions at the time of its approval compared to the*
8 *proposed PPA and the current market conditions.*

9 b. *See Direct Testimony of Mark Eacret at Page 17 of 19. Confirm*
10 *that the value of the original PPA, originally \$58.1 million, would be*
11 *\$127.7 million based on today’s market conditions.*

12 c. *Confirm that the developer’s “unwillingness to move forward*
13 *with the project” under the terms of the original PPA has cost*
14 *ratepayers at least \$41.8 million in lost value.*

15

16

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Response)**

2 a. Confirmed

3 b. Per market conditions at the time of Exhibit 9's calculations, this is
4 correct.

5 c. Taking the difference between base benefit shown on Exhibit 7 and
6 Exhibit 9 results in a lost opportunity of \$41.8 million.

7

8 **Witness)** Ronald R. Repsher

9

10

11

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 12)** *See Direct Testimony of Mark Eacret at Page 9 of 19 where it states*
2 *that, “NGR asserted that it would not be able to finance the project without*
3 *‘mutually beneficial revisions’ to the contract.”*

4 *a. Confirm that National Grid Renewables (“NGR”) is a subsidiary*
5 *of National Grid, PLC.*

6 *b. Confirm that National Grid, PLC is an international company*
7 *with assets in excess of \$60 billion.*

8 *c. Confirm that it is inaccurate that NGR “would not be able to*
9 *finance the project” under the original contract terms.*

10 *d. Confirm that, instead, NGR simply decided that, based on an*
11 *ineffectually low credit support penalty, it was no longer in its*
12 *economic interest to develop the project.*

13 **Response)** A representative for National Grid has confirmed that (a) and (b)
14 statements are true. I am not able to confirm (c) or (d) to be true or false.

15

16 **Witness)** Ronald R. Repsher

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 13)** *Confirm that, if NGR decides in the future that it is unwilling to*
2 *develop the project or supply the output from the project, threatening to*
3 *trigger the credit support penalty and end the agreement, ratepayers are*
4 *subject to risk of the loss and/or further erosion of value.*

5

6 **Response)** If Unbridled Solar defaults prior to Commercial Operation of the
7 facility, Big Rivers' damages may be limited to the credit support required under
8 the proposed Amendment, which is less than the net present value benefit of the
9 PPA. If Unbridled Solar defaults after Commercial Operation of the facility, Big
10 Rivers would be entitled to additional damages, included Buyer's Cost to Cover for
11 replacement power.

12

13 **Witness)** Ronald R. Repsher

14

15

16

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 14)** *When considering whether to continue to do business with NGR or*
2 *engage with an alternative partner to develop a project, did BREC place a*
3 *financial value on the fact that NGR became “unwilling” to perform under*
4 *the original PPA? If so, how much is that value?*

5

6 **Response)** Big Rivers did not attempt to quantify a financial value for this risk
7 because this risk is the same for all solar developers.

8

9 **Witness)** Ronald R. Repsher

10

11

12

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 **Item 15) *Explain whether credit support or liquidated damages provisions***
2 ***of the contract discriminate between the pre-construction and post-***
3 ***construction phase of the project.***

4

5 **Response)** The amount of required credit support is different pre- and post-
6 Commercial Operation, and the limitations on damages is different pre- and post-
7 Commercial Operation. On the other hand, the liquidated damage provisions of the
8 contract (with the exception of Delay Damages that apply to the failure to achieve
9 Commercial Operation by the Scheduled Commercial Operation Date) apply to
10 defaults of both pre-construction obligations and post-construction obligations.

11

12 **Witness)** Ronald R. Repsher

13

14

15

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 16) Confirm that, if a purchased power project is fully developed and*
2 *provides energy on which the company relies to meet the energy needs of its*
3 *ratepayers, the risk to the utility associated with the sudden withholding of*
4 *that needed generation is greater than the risk associated with a*
5 *developer's failure to complete development of a project initially. Thus, a*
6 *completed and operating generation source on which the utility relies is*
7 *riskier than an undeveloped project on which the utility has yet to rely.*

8

9 **Response)** There are many different scenarios that could make either a completed
10 or yet-to-be completed generation source more or less risky than the other. But in
11 general, if a utility was depending on an active operating resource to actively serve
12 a specific load or other function, then likely the failure of that operating resource is
13 the riskier option. A utility may have more time to adjust and mitigate the impacts
14 of a canceled yet-to-be completed project versus sudden withholding of energy from
15 a completed project.

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 With respect to the proposed Amendment, if Unbridled Solar defaults after
2 Commercial Operation of the facility, Big Rivers would be entitled to damages
3 including Buyer's Cost to Cover for replacement power.

4

5 **Witness)** Ronald R. Repsher

6

7

8

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 *Item 17) Provide an assessment of BREC's current and near-term position*
2 *with respect to capacity need and energy load and the associated*
3 *generation and/or procurement needed to serve that load. Further, provide*
4 *a forecasted reserve margin for two scenarios: (a) if the amended PPA is*
5 *approved and (b) if it is denied.*

6

7 **Response)**

8 Big Rivers is forecasted to [REDACTED]

9 [REDACTED]

10 [REDACTED] depending on the individual seasons. Our forecasts

11 assume the PPA Amendment will be approved.

12 If the PPA Amendment is not approved, our forecasts [REDACTED]

13 [REDACTED]

14 [REDACTED]

15

16 **Witness)** Ronald R. Repsher

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 Item 18) *Summarize communication with and from Nucor related to the*
2 *amended PPA.*

3 a. *If the amended PPA is rejected, will BREC be required to make*
4 *alternative arrangements to meet contractual obligations to Nucor?*


5 i. *If so, provide a copy of the contract including those*
6 *requirements.*

7 ii. *If so, discuss the steps BREC will take to meet those*
8 *obligations.*

9 b. *Provide copies of all written communications between Nucor*
10 *and BREC related to the amendment of the PPA.*

11

12 **Response)**

13 a. If the proposed Amendment is not approved, Big Rivers would still
14 need to acquire 

15 Under Paragraph C.2 of Exhibit C to Nucor's retail electric service

16 agreement, Big Rivers is obligated to provide 

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR APPROVAL OF AMENDMENT TO
POWER PURCHASE AGREEMENT
CASE NO. 2022-00296**

**Response to the Initial Data Requests
of the Attorney General dated January 26, 2023**

February 10, 2023

1 [REDACTED] However, the Nucor contract
2 requirement is not directly tied to the Unbridled PPA.

3 i. Please see the attachment to this response for a copy of the
4 Agreement for Electric Service between Meade County RECC and
5 Nucor.

6 ii. If the proposed amendment is rejected, Big Rivers will continue
7 to evaluate opportunities [REDACTED]

8 [REDACTED]

9 b. There are no responsive communications.

10

11 **Witness)** Ronald R. Repsher

12

13

14

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is made and entered into as of the 9th day of September, 2019, between **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**, a Kentucky rural electric cooperative corporation, with its principal office located at 1351 Irvington Road, Brandenburg, Kentucky 40108 (“Seller”), and **NUCOR CORPORATION**, a Delaware corporation, with its principal office located at 1915 Rexford Road, Charlotte, North Carolina 28211 (“Customer”), for service at the steel mill facility Customer intends to construct and operate at the Buttermilk Falls Site in Brandenburg, Kentucky (the “Facility”). Seller and Customer are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Seller will provide retail electric service to the Facility under the terms of this Agreement;

WHEREAS, Seller will purchase the electric power and energy for resale to Customer from Big Rivers Electric Corporation (“Big Rivers”) under a Wholesale Power Contract dated June 8, 1962, as has been and may be amended from time to time (the “Wholesale Power Agreement”); and

WHEREAS, Customer is agreeable to locating the Facility in the Commonwealth of Kentucky contingent upon Seller providing the electrical requirements for the Facility under the terms of this Agreement.


NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
GENERAL OBLIGATIONS**

1.01 Basic Obligations of the Parties. Seller shall supply, sell, and deliver to Customer, and Customer shall accept and pay for all of the electric power and energy Customer may need for the operation of the Facility, up to the Maximum Contract Demand, as defined in Section 2.03(b) of this Agreement, subject to the terms and conditions set forth herein. The electric service provided hereunder is subject to the applicable rules, regulations, and orders of the Public Service Commission of Kentucky (the “Commission”). Except as otherwise provided herein, this Agreement contains the exclusive terms on which Seller will provide electric service to Customer during the term of this Agreement and Customer will accept and pay for electric service from Seller during the term of this Agreement.

1.02 Membership. Customer shall be a member of Seller, and shall be bound by applicable rules and regulations as may from time to time be adopted by Seller.

1.03 Performance by Seller. Big Rivers shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and Big Rivers may enforce such covenant by action in its own name or may require Seller to enforce such covenant on behalf of Big Rivers.

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

1.04 Description of the Facility. The Facility shall consist of Customer's facilities located on or directly adjacent to the Buttermilk Falls Site utilized in the production of steel, including, but not limited to, electric arc furnaces, continuous casters, rolling mills, air separation facilities, scrap and raw materials processing facilities, slag processing facilities, and other facilities incidental and necessary to the production of steel, including customer facilities to service or process Nucor's steel.

ARTICLE II
SERVICE CHARACTERISTICS

2.01 Delivery Point and Character of Service. The "Delivery Point" of the electric power and energy made available under this Agreement shall be the point of connection of Customer's bus with Big Rivers' step-down transformers at the Brandenburg Steel Mill Substation 34.5 kV bus. The electric power and energy delivered under this Agreement will be in the form of three-phase alternating current (60 hertz) at nominal 34.5 kV voltage level.

2.02 Service Restriction. Except as provided in subsection (a) below, Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

- (a) Customer-Owned Generation. Customer may self-generate power for any power requirements at the Facility beyond the Maximum Contract Demand. Any supplementary, back-up, or similar service to support any customer-owned generation, and/or the purchase of any capacity or energy from any customer-owned generation will be subject to good-faith negotiation.

2.03 Contract Demand.

- (a) "Billing Demand" shall be considered equal to the [REDACTED] during a billing month; provided, however, that the Billing Demand for any billing month shall not be less than [REDACTED] of the highest measured demand in the previous twelve-month period.
- (b) Customer's maximum Billing Demand in any billing month during the Term of this Agreement (the "Maximum Contract Demand") shall be [REDACTED]. Customer may request a price quote for an increase in the Maximum Contract Demand, subject to the capability of Big Rivers' then-existing transmission facilities. Billing Demand shall not exceed Customer's Maximum Contract Demand in any billing month.

2.04 System Disturbances; Obligation for Damages.

- (a) A "System Disturbance" shall be deemed to exist if the [REDACTED] directly or indirectly results in a risk of harm to human beings or material damage to or substantial interference with the functioning of Big Rivers' transmission system or transmission system, Seller's distribution system, equipment or operations of any customer of one of Big Rivers' cooperatives. A System Disturbance includes, but is not limited to [REDACTED]

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director


[REDACTED] of [REDACTED]

EFFECTIVE

8/17/2020


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

current harmonic total demand distortion (“TDD”) measured at the Delivery Point that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and (ii) a use of capacity and energy in such a manner that causes a current imbalance between phases greater than five percent at the Delivery Point.

- (b) In its role as Local Balancing Area Operator in the Midcontinent Independent System Operator, Inc. (“MISO”) and reader of the meters serving Seller, Big Rivers shall have primary responsibility for determining the existence and source of System Disturbances. If Big Rivers reasonably believes that Customer is responsible for a System Disturbance, it shall provide notice to Seller and Customer, and Customer may take, but shall not be obligated to take, appropriate action at its sole expense to cure, correct or suppress such System Disturbance. If the Customer declines for any reason to take action to correct the System Disturbance, then Seller shall undertake, or cause Big Rivers to undertake, appropriate action to cure, correct or suppress such System Disturbance. If Customer is determined to be the source of the System Disturbance, Customer shall be obligated to reimburse Seller for all reasonable costs incurred by Seller or Big Rivers to cure, correct or suppress such System Disturbance. Customer shall not be responsible to repair damage caused by, or take corrective action for, system disturbances it did not cause.
- (c) Seller shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point that results solely from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point. The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Delivery Point it becomes the responsibility of Customer, and neither Seller nor Big Rivers shall be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of said electric power and energy on Customer’s premises, or elsewhere, after it passes the Delivery Point except where such loss or damage shall be shown to have been occasioned by negligence of Seller or Big Rivers, their agents or employees.

2.05 Power Factor. Customer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Customer’s power factor is less than 90% at time of maximum load, Seller reserves the right to require Customer to choose either (a) installation at Customer’s expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

2.06 Metering.

- (a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Big Rivers, and shall be and remain the property of Seller or Big Rivers.
- (b) Each meter shall be read on or about the first day of each month, or such other day as the Parties may mutually agree upon, by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.
- (c) All inspections and testing of metering equipment shall be performed in accordance with the Commission's applicable rules and regulations.
- (d) All meters utilized for the purpose of calculating Customer's billing determinants shall be totalized for billing purposes.

2.07 Easements and Facilities Provided by Customer.

- (a) Customer shall furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point.
- (b) Customer shall provide or cause to be provided, without cost to Seller or Big Rivers, the following facilities which are or may be necessary for Seller or Big Rivers to supply the electric consuming facilities of Customer with retail electric service:
 - (i) Adequate sites for the construction and erection of such new substations and other facilities and future alterations to such new facilities as may from time to time be necessary to serve Customer, at such locations and of such dimensions as mutually agreed upon with the fee simple title thereto, rough graded to Seller's or Big Rivers' requirements, as may be from time to time required by Seller or Big Rivers;
 - (ii) Easements for rights-of-way upon Customer's property, at such locations and of such dimensions as determined by Seller and which are necessary for the construction of facilities which Seller or Big Rivers must furnish to provide electric service under this Agreement. If Customer wishes to move any such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense;
 - (iii) An easement for ingress and egress for the exercise by Seller or Big Rivers of Seller's rights under this Agreement; and
 - (iv) Facilities for Big Rivers' metering equipment.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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

2.08

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

2.09 Operation and Maintenance of Facilities.

- (a) Seller shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it or by Big Rivers and required to supply retail electric service to Customer in accordance with the terms of this Agreement.
- (b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that Seller shall have no duty to inspect such facilities for compliance therewith.
- (c) Nothing in this Agreement shall be construed to render either Party liable for any claim, demand, cost, loss, cause of action, damage, or liability of whatsoever kind or nature arising out of or resulting from the construction, operation, or maintenance of such Party's electric system or electric systems connected to such Party's electric system.


2.10 Right of Removal. Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either Party 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 of annexation or attachment to real property of the other. Upon the termination of this Agreement, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove such equipment, apparatus, devices, or facilities.

2.11 Termination Charge. If this Agreement expires or is terminated for any reason, Customer shall pay Seller, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, a "Termination Charge" in accordance with Exhibit B hereto.

2.12 Credit Support for Termination Charge. If Customer's Credit Rating falls below a rating of [REDACTED] from Standard & Poor's Rating Group ("S&P") or Fitch Ratings, Inc. ("Fitch"), or below [REDACTED] from Moody's Investor Services, Inc. ("Moody's"), then within [REDACTED] calendar days of such downgrade event, Customer shall provide an irrevocable letter of credit acceptable to Seller and Big Rivers, or other credit support acceptable to Seller and Big Rivers, as security for payment of the Termination Charge.

KENTUCKY
PUBLIC SERVICE COMMISSION

Ken A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

any date of determination, the rating then assigned to Customer's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancements) by S&P, Moody's, or Fitch, or their successors, or if Customer does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating then assigned to Seller as its issuer rating by S&P, Moody's, or Fitch, or their successors.

2.13 Ancillary Services; Transmission. Seller shall be responsible for procuring transmission and ancillary services needed to deliver capacity and energy to Customer under this Agreement, subject to the rates and other terms hereunder.

2.14 Curtailment; Interruption. [REDACTED]

ARTICLE III
PAYMENT

3.01 Rates. During the Term of this Agreement, Customer shall take service from Seller at the rates set forth in Exhibit C hereto and under Seller's Rate Schedule 13, as it may be amended from time to time, and any other applicable tariffs of Seller, or any successor tariff(s), all of which are incorporated herein by reference. A copy of Seller's current Rate Schedule 13 is attached hereto as Exhibit D. Seller shall take service from Big Rivers under Big Rivers' proposed Large Industrial Customer Expansion Rate tariff, in substantially the form attached hereto as Exhibit E, which tariff Big Rivers will seek all necessary approvals to implement, as such tariff may be amended from time to time, and any other applicable tariffs of Big Rivers, or any successor tariff(s), all of which are incorporated herein by reference. Notwithstanding the foregoing, to the extent any provision of this Agreement, including the exhibits hereto, are inconsistent with the tariffs referenced in this section, the provisions of the Agreement shall prevail.

3.02 Taxes. Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing. Bills for service hereunder shall be paid electronically or at the office of the Seller as follows:

Meade County RECC
1351 Irvington Road,
P.O. Box 489
Brandenburg, Kentucky 40108

Such payments shall be due on the 15th day of each month for service rendered during the preceding monthly billing period (the "Due Date"). If payment is not received on or before the Due Date, or if Customer fails to maintain adequate payment security as required hereunder, Seller may discontinue service.

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

without further action on the part of Seller by giving the Customer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Customer of any of its obligations under this Agreement or limit Seller's other remedies under this Agreement. Simple interest equal to the then-effective prime commercial lending rate as published in the "Money Rates" section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the Due Date until paid.

In the event any portion of the bill is in bona fide dispute, as a result of metering-related issues or otherwise, Customer shall notify Seller on or before the Due Date of the disputed amount and the reason therefor and shall pay the undisputed amount. The parties shall attempt in good faith to resolve the dispute. If the Parties are unable to agree upon a correct amount within ten (10) calendar days of Customer's written notice of the dispute, then the disputed amount shall become due on the later of the Due Date or the end of that ten (10) day period.

3.04 Credit Support for Monthly Billing Obligations

- (a) Customer shall provide, prior to the Service Commencement Date defined in Section 11.01, an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, being the amount of [REDACTED], as security for the payment of its monthly billing obligations. In the event customer fails to pay any monthly billing invoice by the Due Date, after notifying Customer of its intent to do so Seller may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy any unpaid invoices.
- (b) In addition to the rights and obligations in Section 3.04(a), in the event Customer fails to pay any monthly billing invoice by the Due Date, or Customer's credit rating falls below [REDACTED] from S&P or Fitch, or below [REDACTED] from Moody's, then Customer shall provide an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, being the amount of [REDACTED], as security for payment of its monthly billing obligation, within 15-calendar days of such event. If Customer fails to pay any invoice for service by the Due Date, after notifying Customer of its intent to do so Seller may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided for in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy that unpaid invoice.

ARTICLE IV
CONTINUITY OF SERVICE

4.01 Continuity of Service. Seller shall use reasonable dili and uninterrupted supply of electric power and energy hereunder. How

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  stant |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

guarantee uninterrupted service, and neither Seller nor Big Rivers shall be responsible for damages to Customer occasioned by any failure, shortage, or interruption of service for any reason, including but not limited to those resulting from maintenance work, inability to secure right-of-way, or from a Force Majeure Event, as defined in Section 4.02 of this Agreement.

4.02 Force Majeure. In the event a Party's performance of this Agreement is limited or prevented in whole or in part by Acts of God, strikes, labor trouble, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government (whether federal, state, or local, or civil or military), civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, or inability to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (whether federal, state, or local, or civil or military), or any other cause beyond the reasonable control of the Parties hereto whether or not specifically provided herein (each a "Force Majeure Event"), the obligations (other than payment obligations) of both Parties shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected Party gives notice and reasonably full particulars of such Force Majeure Event, first by telephone and then confirmed in writing, to the other Party within a reasonable time after the occurrence of the Force Majeure Event. Each Party will, in the event it experiences a Force Majeure Event, use all commercially reasonable efforts to eliminate the effects of such Force Majeure Event on its performance as soon as reasonably possible; provided that nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

ARTICLE V
RIGHT OF ACCESS


5.01 Duly authorized representatives of the Seller shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions hereof.

5.02 Customer shall furnish to Seller such reports and information concerning the matters addressed in or matters arising out of this Agreement or any exhibit hereto as the Seller may reasonably request from time to time.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

6.01 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

- (a) Failure by Customer to make any payment in accordance with this Agreement;
- (b) Failure of a Party to perform any material duty imposed on it by this Agreement, including but not limited to the failure to maintain adequate records as required in Sections 2.12 and 3.04;
- (c) Any attempt by a Party to transfer an interest in this Agreement permitted pursuant to Section 10.01;

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.

6.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provision herein, except as provided in Section 6.03 of this Agreement.

6.03 LIMITATION OF DAMAGES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL CUSTOMER OR SELLER (OR ITS WHOLESALE POWER SUPPLIER), OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. CUSTOMER’S OR SELLER’S LIABILITY (AND THE LIABILITY OF ITS WHOLESALE POWER SUPPLIER) HEREUNDER SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.


6.04 Survival. Obligations of a Party accrued under this Agreement on or before the date this Agreement is terminated or otherwise expires shall survive that termination or expiration.

**ARTICLE VII
INDEMNIFICATION**

7.01 Parties agree to indemnify and hold the other Party and Big Rivers harmless from and against any and all claims, demands, damages, judgments, losses or expenses asserted against the other Party and/or Big Rivers arising out of, related to or concerning damage to Big Rivers’ generation or transmission facilities or the transmission facilities of any other entity resulting from Party’s operations, activities, or usage of electric power unless said claim, demand, damage, judgments, losses or expenses arise

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

negligence or intentional misconduct of the Party or Big Rivers. Additionally, Parties assume all responsibility for the electric service at and from the Party's side of the Delivery Point of electricity and for the wires and equipment used in connection therewith, and will indemnify and hold the other Party and Big Rivers harmless from any and all claims for injury or damage to persons or property occurring at and from the Party's side of the Delivery Point of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage is occasioned solely by the negligence or intentional misconduct of the Party or Big Rivers.

ARTICLE VIII
NOTICE

8.01 Except as herein otherwise expressly provided, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or by any qualified and recognized delivery service, or sent postage prepaid by United States certified mail, return receipt requested, to the persons specified below unless otherwise provided for in this Agreement.

TO CUSTOMER:

Controller
Nucor Steel Brandenburg
Brandenburg, Kentucky

TO SELLER:

President and CEO
Meade County Rural Electric Cooperative Corporation
1351 Irvington Road
Brandenburg, Kentucky 40108
Telephone: (270) 422-2162

Any notice from Customer to Seller shall be given concurrently to Big Rivers, using the same methods of delivery required by this Agreement for notice to Seller, at the following address:

President and CEO
Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Telephone: (270) 827-2561

Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party of such change in accordance with this section.



ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.01 Representations of Seller. Seller hereby represents and warrants to Customer as follows:

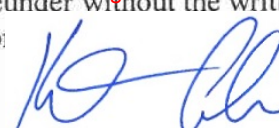
- (a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.

9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

- (a) Customer is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.
- (c) The rates offered to Customer and incorporated into this Agreement were a necessary factor in the decision of Customer to locate its operations in Kentucky. Customer estimates that its Facility will involve a capital investment of approximately \$1.35 Billion, and employment of approximately 400 full-time persons.

ARTICLE X
SUCCESSION AND APPROVAL

10.01 Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may withhold approval of a proposed assignment until it has been provided with all information it may reasonably require regarding the proposed assignee and it has determined that the proposed assignee has the ability to fulfill assignor's obligations hereunder to the reasonable satisfaction of the Party following the proposed assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor.

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

ARTICLE XI
TERM AND SERVICE COMMENCEMENT DATE

11.01 This Agreement shall become effective upon the satisfaction or waiver of the contingencies referred to in Section 12.01 of this Agreement, and shall remain in effect for [REDACTED] following the Service Commencement Date, as defined in this section (the "Term"). "Service Commencement Date" shall mean the date on which Customer commences production of steel in commercial quantities, and such date shall be specified by Customer, but shall be no later than [REDACTED]. Prior to the expiration of the Term, the Parties shall negotiate in good faith with the goal of concluding a replacement power supply agreement.

ARTICLE XII
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

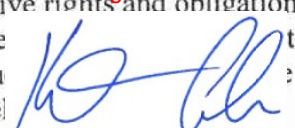
12.01 The "Effective Date" of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until:

- (a) all necessary approvals, including approvals of this Agreement, a corresponding amendment to the Wholesale Power Agreement, and Big Rivers' proposed Large Industrial Customer Expansion Rate tariff, are received from (i) the boards of directors of Seller, Customer, and Big Rivers; (ii) the Commission; and (iii) the Rural Utilities Service ("RUS"); or the Parties and Big Rivers waive such approvals;
- (b) Seller has completed or caused to be completed the transmission system improvements, and has secured or caused to be secured the transmission service required for service to Customer hereunder; and
- (c) Customer has obtained the necessary permits for operation of the Facility.

ARTICLE XIII
MISCELLANEOUS

13.01 Entire Agreement. The terms, covenants, and conditions contained in this Agreement, including the attached exhibits, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Customer is subject to the articles, bylaws, tariffs, rules, and regulations of Seller and to the laws, rules, regulations, and lawful orders of the Commission. In the event of a conflict between this Agreement and the articles, bylaws, tariffs, rules, and regulations of Seller, this Agreement shall take precedence.

13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky, and in the event of its conflicts of law rules. The courts of the Commonwealth of Kentucky shall have exclusive jurisdiction over each and every judicial action brought under or in relation to this Agreement.

| |
|---|
| KENTUCKY PUBLIC SERVICE COMMISSION |
| Kent A. Chandler Acting Executive Director |
|  |
| EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission (in which event exclusive jurisdiction and venue will lie with the Commission), or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties shall submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be Henderson County, Kentucky.

13.03 Waiver. The waiver by either Party of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

13.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties and consented to by Big Rivers.

13.05 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original.

13.06 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

13.07 Severability. Should any provision or provisions of this Agreement be declared void or illegal by any court of competent jurisdiction, then such void or illegal provision or provisions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement all as of the day and year first above written.

MEADE COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION

By: Martin Littrel
Martin Littrel
President and CEO

NUCOR CORPORATION

By: Johnny Jacobs
Johnny Jacobs
Vice President and General Manager



EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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

EXHIBIT B

TERMINATION CHARGE

The Termination Charge shall be equal to Big Rivers' actual cost of the transmission and other facilities ("Transmission Facilities Costs") constructed to provide service to Customer, which amount is estimated to be [REDACTED] as of July 3, 2019, reduced in accordance with the following schedule:



Transmission Facilities Costs shall include costs incurred by Big Rivers prior to the Effective Date of this Agreement for which Customer has accepted financial responsibility under the letter agreement between Customer and Big Rivers dated May 1, 2019.

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT C

RATES

During the Term of the Agreement, Customer shall take service from Seller under Seller's Rate Schedule 13, and Seller shall take service from Big Rivers under Big Rivers' Large Industrial Customer Expansion Rate tariff for service to Customer, as such tariffs may be amended from time to time, and any other applicable or successor tariffs; provided, however, that the following Special Contract Rates shall apply to service to Customer in lieu of any other rates in such tariffs unless provided otherwise:

- A. Beginning on the Effective Date hereof (as defined in Section 12.01 of the Agreement) and continuing through the Service Commencement Date (as defined in Section 11.01 of the Agreement), Customer shall pay Seller for service hereunder upon the rates, terms, and conditions set forth in Big Rivers' Large Industrial Customer tariff, or any successor tariff, subject to such changes as may become effective from time to time by operation of law or by order of the Commission, including all applicable riders, but without any retail adder from Seller, plus applicable taxes. A copy of Big Rivers' current Large Industrial Customer tariff is attached to the Agreement as Exhibit F.
- B. From the Service Commencement Date, through [REDACTED], Customer shall pay Seller:
 1. a monthly Demand Charge of [REDACTED] of Billing Demand for all MW up to the Maximum Contract Demand, including any increase in the Maximum Contract Demand pursuant to Section 2.03(b) of the Agreement; plus
 2. a monthly Demand Charge equal to the greater of (i) the Demand Charge set forth in Big Rivers' Large Industrial Customer tariff, or any successor tariff, subject to such changes as may become effective from time to time by operation of law or by order of the Commission, or (ii) Big Rivers' out-of-pocket costs for all MW in excess of the Maximum Contract Demand; plus
 3. an On-Peak Energy Charge for all MWh consumed during On-Peak Hours during the billing month, plus an Off-Peak Energy Charge for all MWh consumed during Off-Peak Hours, in accordance with the following table:

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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

| | | | | | | | | | | |
|-------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| On-Peak Energy Charge (\$ per MWh) | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Off-Peak Energy Charge (\$ per MWh) | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

4. "On-Peak Hours" shall be from 8:00 a.m. to 8:00 p.m., Eastern prevailing time, Monday-Friday, excluding NERC holidays. All other hours are "Off-Peak Hours."

5. [REDACTED]


C. On and after [REDACTED] and through the end of the Term, Customer will take service from Seller under the following pricing structure:

[REDACTED]

[REDACTED]

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[REDACTED]

[REDACTED]

[REDACTED]

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT D
SELLER'S CURRENT RATE SCHEDULE 13

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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

Exhibit D

FOR Entire territory served
 Community, Town or City _____
 P.S.C. No. 41
 (Original) Sheet No. 60
 (Revised) _____
 Cancelling P.S.C. No. _____
 (Original) Sheet No. 42
 (Revised) _____

**MEADE COUNTY RURAL ELECTRIC
 COOPERATIVE CORPORATION**

| Schedule 13 | CLASSIFICATION OF SERVICE | RATE PER UNIT |
|---|---------------------------|---------------|
| Large Industrial Customers Served Under Special Contract For All Load Subject To The Big Rivers Large Industrial Customer Expansion Rate | | |
| <p><u>Availability</u> This rate shall apply to those power requirements of any large consumer with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.</p> <p><u>Conditions of Service</u> Service hereunder shall be subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The consumer must execute a written contract for electric service, or amend an existing contract; and 2. The consumer's service characteristics must qualify all or some portion of the consumer's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and 3. It shall be the responsibility of the consumer to coordinate through the Cooperative or its authorized agent all transactions that the Cooperative must make on behalf of the customer pursuant to the Big Rivers Large Industrial Customer Expansion Tariff. <p><u>Monthly Rate</u></p> <p>A. Wholesale Power Cost An amount equal to all the monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rate for wholesale electric service (including transmission service) hereunder.</p> <p>B. Retail Adders: Retail Adders shall be determined on a case by case basis for that portion of each consumer's load served under this tariff.</p> | | |

DATE OF ISSUE August 21, 2013
 Month/Date/Year
 DATE EFFECTIVE August 20, 2013
 Month/Date/Year
 ISSUED BY [Signature] Rates are subject to change and refund at the discretion of the Commission.
 (Signature of Officer)
 TITLE President / CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2013-00033 DATED 8/20/13

KENTUCKY
 PUBLIC SERVICE COMMISSION

JEFF R. BERGEN
 KENTUCKY
 PUBLIC SERVICE COMMISSION
 Kent A. Chandler
 Acting Executive Director

[Signature]

PURS (1)

EFFECTIVE
8/17/2020
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT E

**BIG RIVERS' PROPOSED LARGE INDUSTRIAL CUSTOMER EXPANSION RATE
TARIFF**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.01

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion

[N]

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after _____, 2019, including New Customers with a QF as defined in Rate Schedule QFP, that either initially contracts for fifty (50) MWs or more of capacity or whose aggregate peak load at any time amounts to fifty (50) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
 - (i) the customer was in existence and served under the then-effective Big Rivers Rate Schedule LIC any time during the Base Year *and*,
 - (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: **Robert W. Berry,**
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System

P.S.C. KY. No. 27

Original SHEET NO. 30.02

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Availability (continued):

- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
 - (i) the customer's load was in existence and served under the then-effective Big Rivers Rate Schedule RDS;
 - (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand; *and*
 - (iii) the customer requires service through a dedicated delivery point.

For all loads meeting the availability criteria above, no other Big Rivers tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the availability criteria above.

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

DATE OF ISSUE month dd, 2019

DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: **Robert W. Berry,**
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director

EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

Original SHEET NO. 30.03

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Rates and Charges:

Each month, each Member Cooperative shall be required to pay separately for each of its customers taking service under this tariff, in each case using that individual customer's contract demand (if any) or metered demand, as applicable.

For all delivery points served under this tariff, a Monthly Delivery Point Rate consisting of *the sum of the following*:

(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include *the sum of all Third-Party Supplier charges*, including –

- (i) capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems,
- (ii) all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system, *and*
- (iii) all MISO expenses and costs.

(2) Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers Transmission System according to the rates in the OATT applied to each kW taken as Expansion Demand.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.04

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Rates and Charges (continued):

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT –

- (i) Scheduling System Control and Dispatch;
- (ii) Reactive Supply and Voltage Control from Generation Sources Services;
- (iii) Regulation and Frequency Response Service;
- (iv) Energy Imbalance Service;
- (v) Operating Reserve - Spinning Reserve Service; *and*
- (vi) Operating Reserve - Supplemental Reserve Service.

(4) Big Rivers Adder:

In addition to the charges contained in Items (1), (2), and (3) of this Rates and Charges section, Big Rivers shall charge an adder determined on a case by case basis.

Metering:

Big Rivers shall provide an appropriate meter to all delivery points of Large Industrial Customer delivery point customers served under this rate schedule.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.05

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

- (1) "Base Year" shall mean the twelve (12) calendar months from _____ 2018 through _____ 2019.
- (2) "Existing Customer" shall mean any customer of a Member Cooperative served as of _____, 2019.
- (3) "New Customer" shall mean any customer of a Member Cooperative commencing service on or after _____, 2019.
- (4) "Special Contract Rate" shall mean a rate negotiated with a Member Cooperative to serve the load requirements of a New Customer or an Existing Customer.
- (5) "Expansion Demand" and "Expansion Energy" *for the load requirements of a New Customer* shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.
- (6) "Expansion Demand" *for the expanded local requirements of an Existing Customer* shall be the amount in kW by which the customer's Billing Demand *exceeds* the customer's Base Year peak demand, *plus* an additional amount of demand sufficient to compensate for losses on the Big Rivers transmission system as set forth in Big Rivers' OATT. *In those months in which there is Expansion Demand*, "Expansion Energy" shall be the amount in kWh by which the customer's kWh usage for the current month *exceeds* the customer's actual kWh usage for the corresponding month of the Base Year, *plus* an additional amount of kWh sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**STANDARD RATE – LICX – Large Industrial Customer Expansion
Billing Form**

[N]

BIG RIVERS ELECTRIC CORP

INVOICE
P. O. BOX 24
MONTH ENDING mm/dd/yy

HENDERSON, KY 42419-0024

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION
DELIVERY POINTS

ACCOUNT SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

| USAGE | DEMAND | TIME | DAY | METER | MULT | KW DEMAND |
|--|--------|----------------|-----------|------------|------|---------------------|
| | | 00:00 A (or P) | mm/dd | | 1000 | 00,000 |
| POWER FACTOR | | BASE | PEAK | AVERAGE | | KW DEMAND BILLED |
| EXPANSION DEMAND | | 00.00% | 00.00% | 00.00% | | 000,000 |
| ENERGY | | PREVIOUS | PRESENT | DIFFERENCE | MULT | KWH USED |
| EXPANSION ENERGY | | 00000.000 | 00000.000 | 0000.000 | 1000 | 00,000,000 |
| EXPANSION DEMAND & EXPANSION ENERGY | | | | | | |
| EXPANSION DEMAND, INCLUDING LOSSESS | | | kW | TIMES | \$ | EQUALS \$ |
| P/F PENALTY | | | kW | TIMES | \$ | EQUALS \$ |
| EXPANSION ENERGY, INCLUDING LOSSESS | | | kWh | TIMES | \$ | EQUALS \$ |
| OTHER EXPANSION SERVICE CHARGES | | | | | | EQUALS \$ |
| SUBTOTAL | | | | | | \$ |
| EXPANSION DEMAND TRANSMISSION | | | | | | |
| LOAD RATIO SHARE OF NETWORK LOAD | | | | | | \$ |
| EXPANSION DEMAND & EXPANSION ENERGY ANCILLIARY SERVICES | | | | | | |
| SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE | | | | | | \$ |
| REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE | | | | | | \$ |
| REGULATION & FREQUENCY RESPONSIVE SERVICE | | | | | | \$ |
| ENERGY IMBALANCE SERVICE | | | | | | \$ |
| OPERATING RESERVE – SPINNING RESERVE SERVICE | | | | | | \$ |
| OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE | | | | | | \$ |
| SUBTOTAL | | | | | | \$ |
| BIG RIVERS AIDER | | | | | | |
| EXPANSION DEMAND | | | kW | TIMES | \$ | EQUALS \$ |
| | | | | | | TOTAL AMOUNT DUE \$ |

----- LOAD FACTOR -----
ACTUAL BILLED
00.00% 00.00%

MILLS PER KWH
00.00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT F

BIG RIVERS' CURRENT LARGE INDUSTRIAL CUSTOMER TARIFF

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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



Your Transmission Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

Original SHEET NO. 26

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of Big Rivers' then existing Member Cooperatives for service to Large Industrial Customers served using dedicated delivery points. Retail service by a Member Cooperative to a Large Industrial Customer served using a dedicated delivery point shall be provided pursuant to the terms of a written retail service agreement which shall be subject to Big Rivers' approval.

Term:

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

Rates:

Rates Separate for Each Large Industrial Customer:

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer contract demand (if any) or metered demand, as applicable.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
TAKEN FROM
Kent A. Chandler
Acting Executive Director
[Signature]
PURS (1)
EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Transmission System Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
Original SHEET NO. 27
CANCELLING P.S.C. KY. No. 26
Original SHEET NO. 26

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

A Demand Charge of:
All kW of billing demand at \$10.7150 per kW. [R]

Plus,

An Energy Charge of:
All kWh per month at \$0.038050 per kWh. [I]

No separate transmission or ancillary services charges shall apply to these rates.

Charges:

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge by the higher of the maximum integrated metered thirty-minute non-coincident peak demand or the established contact demand, if any, plus an energy charge calculated by multiplying the energy charge by the metered consumption of kWh in that month.

The Following adjustment clauses and riders shall apply to service under this tariff.

- Voluntary Price Curtailable Service Rider
 - Renewable Resource Energy Service
 - Rebate Adjustment
 - Environmental Surcharge
 - Fuel Adjustment Clause
 - Member Rate Stability Mechanism
 - Unwind Surcredit
 - Non-Smelter Non-FAC PPA
 - Rural Economic Reserve Rider
- [T]

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director



PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Big Rivers Electric Corporation
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 28

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 27

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director

EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Big Rivers Electric Corporation
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 29

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued) [T]

Bill Format [T]

Please see Section 4 – Definitions for certain terms used on this Bill Format. [T]

| BIG RIVERS ELECTRIC CORPORATION | | INVOICE | | P. O. BOX 24 HENDERSON, KY 42419-0024 | | |
|---------------------------------|--------|-----------------------|-----------|--|-------------------|---------------|
| TO: Member's Name | | MONTH ENDING mm/dd/yy | | ACCOUNT SERVICE FROM: mm/dd/yy THRU mm/dd/yy | | |
| SUBSTATION | THRU | mm/dd/yy | mm/dd/yy | BILLED PEAK | mm/dd | mm/dd/yy time |
| USAGE | DEMAND | TIME | DAY | METER | MULT. | KW DEMAND |
| | | 00:00 A (or P) | mm/dd | | 1,000 | 00,000 |
| POWER FACTOR | | BASE | PEAK | AVERAGE | BILLED | |
| | | 00.00% | 00.00% | 00.00% | PEAK | |
| | | PREVIOUS | PRESENT | DIFFERENCE | MULT. | KWH / USED |
| ENERGY | | 00000.000 | 00000.000 | 00000.000 | 1,000 | 00,000,000 |
| ACTUAL DEMAND | | 0,000 | KW times | \$00 000000 | EQUALS | \$ 00,000.00 |
| ADJUSTMENTS / REFUNDS | | 0,000 | KW times | \$00 000000 | EQUALS | 00,000.00 |
| | | | | | SUBTOTAL | \$ 00,000.00 |
| ENERGY | | 0,000,000 | KWh times | \$0.000000 | EQUALS | \$ 00,000.00 |
| ADJUSTMENTS / REFUNDS | | 0,000,000 | KWh times | \$0.000000 | EQUALS | 00,000.00 |
| | | | | | SUBTOTAL | \$ 00,000.00 |
| | | | | | DEMAND AND ENERGY | \$ 00,000.00 |
| FUEL ADJUSTMENT CLAUSE | | 0,000,000 | KWh times | \$0.000000 | EQUALS | \$ 00,000.00 |
| NON-SMELTER NON-FAC PPA | | 0,000,000 | KWh times | \$0.000000 | EQUALS | 00,000.00 |
| | | | | | SUBTOTAL | \$ 00,000.00 |
| ENVIRONMENTAL SURCHARGE | | \$00,000.00 | Times | 0.00% | EQUALS | \$ 00,000.00 |
| POWER FACTOR PENALTY | | 0,000 | KW times | \$00 000000 | EQUALS | 00,000.00 |
| UNWIND SURCREDIT | | 0,000,000 | KWh times | \$0.000000 | EQUALS | 00,000.00 |

[T] ↓

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director

PURSUANT TO 807 KAR 5:011 SECTION 8 (1)
EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Transmission From Cooperative
 (Name of Utility)

For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. _____ 27

Original SHEET NO. 30

CANCELLING P.S.C. KY. No. _____ 26

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

[T]

Bill Format (continued)

Please see Section 4 – Definitions for certain terms used on this Bill Format.

| | | | | | |
|---|-----------|-----------|------------|------------------|--------------|
| MRSM ADJUSTMENT | | | | | 00,000 00 |
| MRSM – BASE RATE CREDIT | | | | | 00,000 00 |
| MRSM – TRANSMISSION LARGE INDUSTRIAL ADJUSTMENT | | | | | 00,000.00 |
| MRSM – TRANSMISSION LARGE INDUSTRIAL BASE RATE CREDIT | | | | | 00,000 00 |
| RER – BUSINESS ADJUSTMENT | | | | | 00,000.00 |
| RER – BUSINESS BASE RATE CREDIT | | | | | 00,000 00 |
| CURTAILABLE SERVICE RIDER | | | | | 00,000 00 |
| RENEWABLE RESOURCE ENERGY | 0,000,000 | KWh times | \$0.000000 | EQUALS | 00,000 00 |
| REBATE ADJUSTMENT | | | | | 00,000 00 |
| ADJUSTMENT | 0,000,000 | KWh times | \$0.000000 | EQUALS | 00,000 00 |
| | | | | SUBTOTAL | \$ 00,000 00 |
| | | | | TOTAL AMOUNT DUE | \$ 00,000 00 |

| | | |
|-------------------------|--------------------------|---------------|
| ----- LOAD FACTOR ----- | ----- POWER FACTOR ----- | |
| ACTUAL | BILLED | BASE |
| 00.00% | 00 00% | 00 00% |
| | | AVERAGE |
| | | 00 00% |
| | | @ PEAK |
| | | 00 00% |
| | | MILLS PER KWH |
| | | 00 00 |

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE May 15, 2014
 DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
 Vice President Accounting, Rates, and
 Chief Financial Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
 dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
 PUBLIC SERVICE COMMISSION

KENTUCKY
 PUBLIC SERVICE COMMISSION

Kent A. Chandler
 Acting Executive Director

(Signature)

EFFECTIVE
8/17/2020
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)