

**APPENDIX 7 TO LGIP**  
**TRANSITIONAL CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into this 5th day of September, 2024 by and between Kentucky Municipal Energy Agency, a corporation organized and existing under the laws of the State of Kentucky, ("Interconnection Customer,") and Louisville Gas and Electric/Kentucky Utilities Companies ("LG&E/KU"), a corporation organized and existing under the laws of the State of Kentucky, ("Transmission Owner") and by and between TranServ International, Inc. ("TranServ") a corporation organized and existing under the laws of the State of Delaware ("ITO"). Interconnection Customer and ITO each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated 02/14/2024;

**WHEREAS**, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

**WHEREAS**, Interconnection Customer has requested ITO to perform a "Transitional Cluster Study," which combines the Cluster Study and Interconnection Facilities Study, in a single cluster study, followed by any needed restudies, to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to physically and electrically connect the Large Generating Facility to Transmission Owner's Transmission System; and

**WHEREAS**, Interconnection Customer has a valid Queue Position as of thirty (30) Calendar Days after May 15, 2024 (the filing date of this LGIP).

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in this LGIP.
- 2.0 Interconnection Customer elects, and ITO shall cause to be performed, a Transitional Cluster

**TranServ International, Inc.**  
7901 Computer Avenue  
Bloomington, Minnesota 55435  
Phone: 763.205.7080

Study.

- 3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. ITO reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.
- 4.0 Pursuant to Section 5.1.1.2 of this LGIP, the interim Transitional Cluster Study Report shall provide the information below:
- Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - Identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
  - Transmission Owner's Interconnection Facilities and Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding, good faith estimate of cost responsibility and a non-binding, good faith estimated time to construct.
- 5.0 Pursuant to Section 5.1.1.2 of this LGIP, the final Transitional Cluster Study Report shall: (1) provide all the information included in the interim Transitional Cluster Study Report; (2) provide a description of, estimated cost of, and schedule for required facilities to interconnect the Generating Facility to the Transmission System; and (3) address the short circuit, instability, and power flow issues identified in the interim Transitional Cluster Study Report.
- 6.0 Interconnection Customer has met the requirements described in Section 5.1.1.2 of this LGIP.
- 7.0 Interconnection Customer previously provided a deposit for the performance of Interconnection Studies. Upon receipt of the final Transitional Cluster Study Report, ITO shall charge and Interconnection Customer shall pay the actual costs of the Transitional Cluster Study. Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, in accordance with the provisions of Section 13.3 of this LGIP.

## 8.0 MISCELLANEOUS

### 8.1 OWNERSHIP OF RESULTS

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of ITO and Transmission Owner. All studies, computer input and output data, planning, and material that forms the basis for determining the constraints on a project shall remain in the possession of ITO and Transmission Owner, provided that copies of all supporting documentation, work papers, and Pre-Generator Interconnection Request or Post-Generator Interconnection Request power flow, short circuit, and stability databases for the Transitional Cluster Study shall be made available upon request to Interconnection Customer at Interconnection Customer's expense, subject to confidentiality arrangements consistent with Section 14.1 of the LGIP and Section 8.2 hereof and provided ITO has received Interconnection Customer's payment in full for the Transitional Cluster Study in accordance with this Agreement.

### 8.2 NONDISCLOSURE OF INFORMATION

Each Party shall consider all information provided by another Party to be proprietary unless such information is available from public sources. No Party shall publish or disclose proprietary information of another Party for any purpose without the prior written consent of that Party, provided, however, that another Party may disclose proprietary information to a federal or state regulatory body conducting an investigation, as may be required under the Transmission Owner's Tariff, or as required by an applicable FERC order. Information provided under this Agreement is provided on an "AS-IS" basis.

### 8.3 NOTICES

All notices hereunder shall be written and shall be delivered to the parties at the following addresses:

If to ITO:

7901 Computer Avenue  
Bloomington, MN 55435  
Attention: General Counsel

If to Transmission Owner:

220 W. Main Street  
Louisville, KY 40202  
Attention: Manager, Transmission Policy & Tariffs

If to Interconnection Customer:

Kentucky Municipal Energy Agency  
1700 Eastpoint Parkway, Suite 220  
Louisville, KY 40223  
Attention: Mr. Doug Buresh

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

#### 8.4 CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Kentucky, except with regard to its choice of law provisions.

#### 8.5 INDEMNITY

Each Party shall at all times indemnify, defend, and save any other Party harmless from, any and all damages, losses, claims, including claims and actions relating to death of any person (including employees) or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from a Party's performance of its obligations under this Agreement, except in the cases of gross negligence or intentional wrongdoing by the Party who would have been indemnified. It shall be a condition to a Party's obligation to indemnify pursuant to this Section 8.5 that it be given written notice of the obligation and in the case of claims demands or suits, an opportunity to defend, and the right to approve any settlement.

#### 8.6 FORCE MAJEURE

Interconnection Customer, TO, and ITO shall not be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond the control of that respective Party. Such causes shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond the respective Party's reasonable control. Provided, however, that this provision shall not preclude the respective Party from canceling or terminating this Agreement or any portion thereof regardless of any 'force majeure' event occurring to ITO or Transmission Owner, if ITO's or Transmission Owner's performance hereunder will be delayed thereby for a period in excess of sixty (60) days.

## 8.7 SEVERABILITY

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

## 8.8 ASSIGNMENT

Transmission Owner or ITO may assign all or part of its obligations under this Agreement to an entity authorized by the FERC to perform generation interconnection studies on behalf of Transmission Owner without further consent of the Interconnection Customer.

## 8.9 AMENDMENT

This Agreement may be amended or modified only in a writing signed by all Parties.

## 8.10 VALIDITY AND EFFECT

This Agreement shall become effective and is conditioned upon the following two events:

- 1) Termination of any prior Interconnection System Impact Study Agreement or Cluster Study Agreement between Interconnection Customer and Transmission Owner relating to the particular Generator Interconnection Request that is the subject of this Agreement, and
- 2) Payment to ITO of the applicable study deposit amount, pursuant to Section 5.1.1.2 of the LGIP.

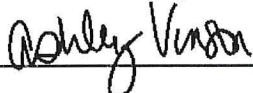
## 8.11 EXECUTION PROCESS

This Agreement shall be executed by the Parties hereto. Following execution by Transmission Owner, Transmission Owner shall return an executed copy to ITO, which may occur electronically. Following execution by Interconnection Customer, Interconnection Customer shall return an executed copy to ITO, which may occur electronically, along with the designated deposit. ITO shall provide Transmission Owner and Interconnection Customer a fully executed copy of the original document, which may occur electronically.


**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**APPROVED BY:**


**Louisville Gas & Electric Company/  
Kentucky Utilities Services Company  
[Transmission Owner]**

By:   
Name: Ashley Vinson  
Title: Mgr, Transmission Policy & Tariffs  
Date: 7/19/2024

**Kentucky Municipal Energy Agency  
[Customer]**

By:   
Name: Doug Buresh  
Title: President & CEO  
Date: 7/22/2024

**TranServ International, Inc.**

By:   
Name: Sasan Mokhtari, Ph.D.  
Title: CEO  
Date: 09/05/2024

**Attachment A to Appendix 7  
Interconnection Transitional Cluster  
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
INTERCONNECTION TRANSITIONAL CLUSTER STUDY  
Project: LGE-GIS-2024-002**

The Interconnection Transitional Cluster Study will be based upon the following assumptions:

- Generator located in Hopkins County with a net winter and summer capacity of 75 MW at POI (~~Eight~~<sup>Four</sup> Wartsila reciprocating internal combustion engines fueled by natural gas)
- Point of Interconnection: 2MADSNV LP W to 2 EARLINGTON N 69 kV line
- The study will be performed as NRIS as requested
- The study will consider the project in-service date of 04/01/2027

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and ITO.]