

ARTICLE IV. CONTRACTS

Agreement made as of _____, 19____, between East Kentucky Rural Electric Cooperative and Licking Valley R. E. C. Co. (hereinafter called the Member Cooperative)

Now, THEREFORE, in consideration of the mutual undertakings herein contained, the parties agree as follows:

The power contract previously entered into between the Member Cooperative and the East Kentucky R.E.C.Co. providing for the furnishing to the Member Cooperative of power by the East Kentucky R. E. C. Co. is hereby amended so as to incorporate the following provisions regarding the use of said power which the Member Cooperative may obtain through East Kentucky R. E. C. Co.: The power shall not be sold nor offered to a customer at any premises who is taking service from Kentucky Utilities Company or has terminated service from Kentucky Utilities Company ^{and} acts to follow that termination by acceptance of service from Licking Valley; it shall not be used to serve any new customer located nearest the service lines of Kentucky Utilities Company, and which would be logical, practical and feasible for Kentucky Utilities Company to serve from its lines; it shall not be sold to any incorporated municipality, commercial or industrial customer, not now being served by Licking Valley, which would be logical, practicable and feasible for Kentucky Utilities to serve, except ordinary and normal rural merchandising establishments, repair shops, garages and gasoline service stations, rural schools and rural motels, irrigation projects, sawmills, rock quarries, gravel pits, small coal mines, local and temporary service for road construction projects, rural recreational projects, and other similar electric energy usage considered to be allied with the agricultural industry, all or any of which shall be located on or within close reach of the service lines of Licking Valley, and which would be logical, practical and feasible for Licking Valley to serve from its distribution system.

It is understood that in the event of a disagreement with Kentucky Utilities Company over the interpretation and/or application of the provisions heretofore enumerated above, then the questions presented by such disagreement shall be resolved by the Public Service Commission of Kentucky in procedure prescribed by the Kentucky Statutes.

It is also understood that the provisions of this agreement shall apply only to the territory generally considered to be the service area of Kentucky Utilities Company.

This agreement shall be effective only upon approval thereof by the Administrator of the Rural Electrification Administration .

Signed and delivered this 24th day of January, 1955,

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LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION

Member Cooperative

By _____
resident

LICKING Secretary

East Kentucky R.E.C.C.

By _____
resident

Secretary