

AMENDMENT NO. 1 TO RENEWABLE POWER AGREEMENT

THIS AMENDMENT NO.1 TO RENEWABLE POWER AGREEMENT (this "Amendment") is entered into, effective as of January 13, 2021, 2020 (the "Amendment Effective Date") by and among **Kentucky Utilities Company**, a corporation organized and existing under the laws of the Commonwealth of Kentucky ("Company"), and **Toyota Motor Manufacturing, Kentucky, Inc.**, a corporation organized and existing under the laws of the Commonwealth of Kentucky ("**Customer**"). Company and Customer will individually be referred to as a "**Party**" and collectively as "**Parties.**"

WHEREAS, the Parties entered into a Renewable Power Agreement (the "**Existing Agreement**") on January 13, 2020;

WHEREAS, pursuant to Section 2.4 of the Existing Agreement, Company applied to the Kentucky Public Service Commission (the "**Commission**") for approval of the Existing Agreement;

WHEREAS, on May 8, 2020, the Commission entered an order (the "**Order**") which, among other things, approved the Existing Agreement subject to certain modifications; and

WHEREAS, the Parties desire to amend the Existing Agreement to contain the modifications required by the Order.

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do agree as follows:

1. **Amendments.** The Existing Agreement is hereby amended effective as of the Amendment Effective Date as follows:
 - a. Paragraphs (e) and (f) of Section 2.7 of the Existing Agreement are each hereby amended to read in their entirety as "[Reserved]."
 - b. A new Section 2.18 is hereby inserted in the Existing Agreement following Section 2.17, with such new Section 2.18 reading in its entirety as follows:

2.18 **Treatment of Demand Charges.** Pursuant to an order entered by the Commission on May 8, 2020, this Agreement has been amended to remove certain provisions described below in this Section 2.18. However, the Parties desire that, in the event a subsequent order of the Commission or a change in the laws of the Commonwealth of Kentucky makes such provisions permissible as previously written, such provisions be restored. Accordingly, in the event such provisions as previously written do so become permissible and Customer thereafter requests application of such provisions by written notice to Company, those provisions shall, effective as of the start of the billing cycle following such notice, be treated as part of this Agreement and inserted in Section 2.7 as replacements for paragraphs (e) and (f) of such Section, with those provisions reading in their entirety as follows:

- (e) Peak and Intermediate extent the Allocated Re

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director



EFFECTIVE
2/13/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Customer's energy usage during each 15-minute interval, Customer's Peak and Intermediate Demands under the Existing Contract will be reduced by the amount of Allocated Renewable Energy delivered to Company in the respective 15-minute interval. The resultant demands for all 15-minute intervals in the billing period will only be used in calculating Peak and Intermediate Demand Charges under the Existing Contract.

- (f) **Base Demand Charges.** Customer's Base Demand, which covers Transmission charges, will not be reduced based on Allocated Renewable Energy since it must be delivered to Customer. Customer will pay a Transmission Charge equal to the Maximum Load Charge during the Base Demand Period of the Existing Contract.

2. **Status of Contract.** As amended hereby, the Existing Agreement shall continue in full force and effect.
3. **Miscellaneous.** This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky notwithstanding its conflict of laws rules or any principles that would trigger the application of any other law. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors in interest, legal representatives, and assigns permitted under the Existing Agreement. This Amendment may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto and thereto and deliveries by mail, courier, telecopy or other electronic means, but all of which taken together shall constitute a single agreement, and each executed counterpart shall have the same force and effect as an original instrument. This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

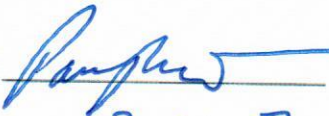
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) below written, but effective as of the Amendment Effective Date.

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 2/13/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Company:

Kentucky Utilities Company

By: 

Name: Paul W. Thompson

Title: President and CEO

Date: 1/4/2021

Customer:

Toyota Motor Manufacturing, Kentucky, Inc.

By: 

Name: JASON REID

Title: VP of ADMINISTRATION & CORPORATE SECRETARY

Date: 12/22/2020

