

AMENDMENT NO. 1 TO RENEWABLE POWER AGREEMENT

THIS AMENDMENT NO.1 TO RENEWABLE POWER AGREEMENT (this “Amendment”) is entered into, effective as of January 12, 2021 (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 **Dow Silicones Corporation**, a corporation formerly known as Dow Corning Corporation and organized and existing pursuant to the laws of the State of Michigan (“**Dow**”). Company and Dow 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 10, 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 acknowledged, the Parties agree as follows:

1. **Amendments.** The Existing Agreement is amended effective as of the Amendment Effective Date as follows:

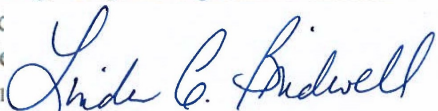
- a. Paragraphs (e) and (f) of Section 2.7 of the Existing Agreement are each amended to read in their entirety as “[Reserved].”
- b. A new Section 2.17 is inserted in the Existing Agreement following Section 2.16, with such new Section 2.17 reading in its entirety as follows:

2.17 **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 2.17. The Parties, however, desire that, in the event of a subsequent order of the Commission or a change in the laws of the Commonwealth of Kentucky that makes such provisions permissible as previously written, such provisions be restored. Accordingly, in the event such provisions as previously written become permissible and Dow 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 Demand Charge Offsets.** To the extent the Allocated Renewable Energy is coincident with Dow’s energy usage during a 15-minute interval, Dow’s Peak and Intermediate Demand Charges shall be reduced by the amount of Allocated Renewable Energy during that respective 15-minute interval. The resultant demand charge shall be the lesser of the amount of Allocated Renewable Energy during that respective 15-minute interval and the amount of Demand Charges during that respective 15-minute interval.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**



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

the billing period will only be used in calculating Peak and Intermediate Demand Charges under the Existing Contract.

(f) Base Demand Charges. Dow's Base Demand, which covers Transmission charges, will not be reduced based on Allocated Renewable Energy since it must be delivered to Dow. Dow 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 by this Amendment, 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.

The Parties have executed this Amendment to be effective as of the Amendment Effective Date.

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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Company:

Kentucky Utilities Company

By: 

Name: Paul W. Thompson

Title: President / CEO

Date: 1/13/2021

Dow:

Dow Silicones Corporation

By: 

Name: Edward J. Stue

Title: Sr Director, Engg + Climate Change

Date: 1/11/2021

**KENTUCKY
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Executive Director



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