

SECOND ADDENDUM TO RENEWABLE ENERGY AGREEMENT

This **SECOND ADDENDUM TO RENEWABLE ENERGY AGREEMENT** (“**Second Addendum**”) is entered into as of 9-21, 2023, by and between **Kentucky Utilities Company** (“**KU**”), a corporation organized and existing under the laws of the Commonwealth of Kentucky, (the “**Provider**”), and **Maker’s Mark Distillery, Inc.**, a corporation organized and existing pursuant to the laws of the Commonwealth of Kentucky (the “**Host**”).

WITNESSETH:

WHEREAS, Provider and Host entered into that certain Renewable Energy Agreement (“**Agreement**”), dated July 15, 2019, for the construction, operation and maintenance of a solar powered electric generating project (“**Project**”), and for the purchase from Provider by Host of the electric energy requirements of Host; and

WHEREAS, the Parties amended the Agreement by Addendum dated September 18, 2019; and

WHEREAS, the Parties now desire to further amend the Agreement to expand the existing Project (“**Expansion**”).

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows.

1. Construction of Expansion. Within sixty (60) days from the receipt of all required approvals, upon at least ten (10) days’ notice to Host, Provider shall have the right to commence installing the Expansion on the Premises. As of the date hereof, Provider anticipates that the Expansion shall consist of the components and shall have the designs set forth in Appendix A attached hereto. Provider shall have the right to modify the design of the Expansion, including the selection of the components in the Expansion, in Provider’s reasonable discretion, provided, however, that such changes shall not result in the Expansion exceeding the footprint, location and height set forth in Appendix A, without Host’s approval.

2. Rates. The rate for the Fixed Monthly Charge set forth in Section 3.8(a)(ii) of the Agreement, as later modified by Section 1 of the Addendum, shall be \$5,046.96 for the combined Project and Expansion. All other components of the Rates set forth in Section 3.8 of the Agreement shall remain as set forth therein.

3. Term. The Expansion shall be subject to the original Term as set forth in Section 1.1 of the Agreement. This Second Addendum in no way modifies or extends the original Term and that same Term applies to both the Project and the Expansion as if the Expansion had been a part of the original Project scope.

4. Status of Agreement. Except as set forth in this Addendum, the Agreement shall be unchanged and of full force and effect between the Parties. All defined terms in the Agreement shall have the same meaning in this Second Addendum.

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Executive Director
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5. Incorporation of Agreement Terms to Expansion. Unless expressly modified herein or in Appendix A, all provisions and requirements contained in the Agreement, including but not limited to the requirement of Commission approval, shall apply to the Expansion.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Second Addendum to Renewable Energy Agreement as of the date first set forth above.

Provider: Kentucky Utilities Company

By: *Lana Isaacson*
Lana Isaacson

Printed Name

Mgr Emerging Business
Planning & Development (D&A)

Title

Host: Maker's Mark Distillery, Inc.

By: *Kimberly Harman*
Kimberly Harman

Printed Name

General Manager

Title



APPENDIX A (EXPANSION)

The Site

The Site is the Maker's Mark Distilling, Inc. property on the North side of KY-52 between Gabes Lane and School House Drive in Loretto, KY. The site consists of multiple buildings and surrounding grassy and paved ground.



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Business Use

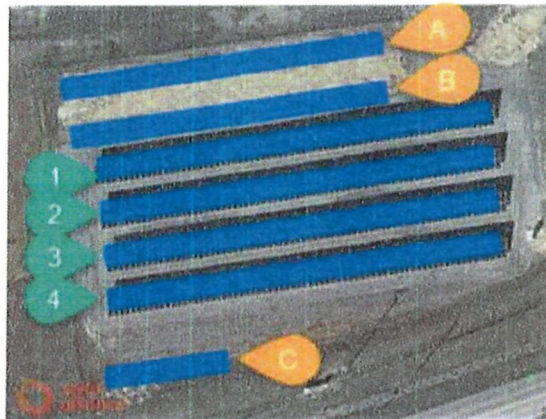
The Premises

The Premise of the ground mount expansion:

1. Are rows A, B, and C.

The Premise of the current ground mount array (existing project):

2. Are rows 1, 2, 3, and 4.



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The Expansion

The anticipated Expansion consists of design, procurement, construction, operations, and management of a +/- 120 kW (DC)/ 114 kW (AC) addition to the existing solar array. Following execution of the Agreement, Provider will finalize the Expansion engineering and contract for its construction and installation. As built, certain aspects of the Expansion may vary to a non-material degree from the anticipated Expansion as described below. The anticipated Expansion system largely consists of an array of photovoltaic panels and solar inverters on a ground-mount racking system. Project specifications, inclusions, and exclusions consist of:

Inclusions:

1. Turnkey project design, management, and construction
2. Photovoltaic Panels (+/- 120 kW)
3. Ground-mount racking system
4. Inverters (+/- 114 kW)
5. Vegetation-restricting ground cover and gravel underneath all electrical equipment
6. Web-accessible production monitoring system
7. Code-compliant disconnect
8. Revenue-grade solar-specific meter
9. 10 ft access perimeter between fence and array
10. All labor necessary for installation and commissioning of the system
11. Equipment and labor for interconnection with the utility grid and local network
12. All permitting required
13. Cumulative Environmental Assessment
14. Operations, maintenance, and repairs throughout the life of the contract

Exclusions:

1. Ongoing landscaping in and around the equipment
2. Landscaping features of buffers
3. On-site branding or advertising
4. On-site security

