

**Special Contract for Electric Service To
A Refined Coal Production Facility Serving Mill Creek Generating Station**

This Contract made and entered into this 18th day of November, 2019 by and between **Mill Creek Clean Fuels, LLC** ("Customer"), a Colorado limited liability company, and **Louisville Gas and Electric Company** ("Company"), a Kentucky corporation, 220 West Main Street, Kentucky 40202.

Witnesseth:

WHEREAS, the Company is in the business of providing retail electric service in the Commonwealth of Kentucky subject to the jurisdiction Kentucky Public Service Commission ("KPSC");

WHEREAS, pursuant to the terms of a License and Services Agreement executed between Customer and Company dated January 16, 2019, the Customer uses portions of a site in southwest Jefferson County, Kentucky on which the Company's Mill Creek Generating Station is situated for the operation and maintenance of a refined coal production facility ("the Facility");

WHEREAS, pursuant to the terms of the License and Services Agreement, the Company agreed to provide electric service for the Facility;

WHEREAS, the Facility began operation on or after January 16, 2019;

WHEREAS, the Facility's average monthly minimum secondary loads have exceeded 50 kW and its average maximum loads have not and are not expected to exceed 250 kW;

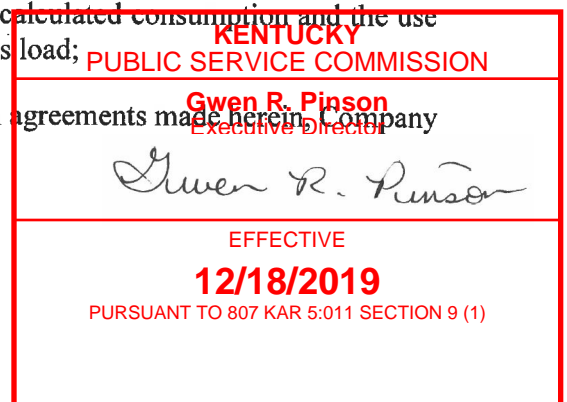
WHEREAS, based upon its usage characteristics, the Facility is eligible to take electric service under the Company's PS (Power Service) Rate Schedule;

WHEREAS, unlike the Company's other retail customers, the Facility is served directly from a generating station and is fully integrated into the Mill Creek Generating Station's infrastructure and such integration makes the installation of metering equipment to permit the measurement of the Facility's cumulative usage economically and operationally unfeasible;

WHEREAS, under the terms of the Company's PS (Power Service) Rate Schedule (P.S.C. Electric No. 12, Original Sheet No. 15), the rate for electric service is based in part upon a customer's metered energy usage and measured load;

WHEREAS, in light of the economic and operational obstacles to the installation of metering equipment to measure the Facility's energy usage and demand, the most appropriate and accurate means to bill for electric service to the Facility is a calculated consumption and the use of an energy charge that also reflects the costs of the Facility's load;

NOW, THEREFORE, in consideration of the mutual agreements made herein, Company and Customer agree as follows:



1. Electric Service to the Facility will be provided under Company's PS (Power Service) Rate Schedule; provided however, that in lieu of the rate set forth in the PS Schedule on file with the KPSC, the rate for electric service to the Facility will be equal to a basic service charge of \$7.89 for each day of the billing period, plus an energy charge of \$0.08455 per kWh used during the billing period. Energy consumption will be based upon a calculated consumption.

2. The rate set forth in this Agreement will apply to electric service that the Company has provided the Facility since its commencement of operations.

3. All other provisions of the Company's PS (Power Service) Rate Schedule, including those pertaining to Adjustment Clauses, and all provisions of the Company's "General Terms and Conditions" section of its Electric Service Tariff shall apply to electric service rendered to the Facility. Any changes or amendments to the PS Rate Schedule or the Company's General Terms and Conditions, as permitted or approved by the KPSC, shall also be a part of this Contract upon the effective date of such change or amendment.

4. This Contract shall become effective 30 days after its filing with the Kentucky Public Service Commission unless the Kentucky Public Service Commission suspends the operation of this Contract for review pursuant to KRS 278.190, and in that instance upon the Kentucky Public Service Commission's approval of this Contract.

5. This Contract shall continue in effect for the term of the License and Services Agreement between the Customer and the Company.

6. This Contract shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. However, no assignment of any rights, duties or obligations hereunder by Customer shall have any effect whatsoever unless approved in writing by Company in advance of such assignment. Nothing herein shall be construed to confer a benefit on any person not a signatory hereto or the successor to a signatory hereto.

7. All disputes arising between Customer and Company hereunder shall be subject to the jurisdiction of the KPSC and finally decided by the KPSC in accordance with its applicable rules and procedures. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

In Witness Whereof, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and date shown above.

Louisville Gas and Electric Company

By: *T.S.* 11/18/19

Timothy Smith
Printed Name

Mgr. - Fuels Tech Services
Title

Mill Creek Clean Fuels, LLC

By: *Ron Eller*

Ron Eller
Printed Name

Manager
Title

