


RENEWABLE POWER AGREEMENT
BETWEEN
LOUISVILLE GAS AND ELECTRIC COMPANY
AND
UNIVERSITY OF LOUISVILLE

September 24, 2021

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

11/12/2021

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

RENEWABLE POWER AGREEMENT

This **RENEWABLE POWER AGREEMENT** (“**Agreement**”) is entered into as of September 24, 2021 (the “**Effective Date**”), by and between **Louisville Gas and Electric Company** (“**LG&E**”), a corporation organized and existing under the laws of the Commonwealth of Kentucky, (the “**Company**”), and **University of Louisville**, a public institution of higher education of the Commonwealth of Kentucky (the “**U of L**”). Company and U of L will individually be referred to as a “**Party**” and collectively as “**Parties.**”

WITNESSETH:

WHEREAS, U of L owns and operates a facility located at 2311 S Brook St., Louisville, Kentucky (the “**U of L Location**”).

WHEREAS, U of L purchases its electric power supply for the U of L Location from Company and desires to contract with Company for the purchase of electric energy produced from a solar powered electric generating resource; and

WHEREAS, Company is arranging for the purchase of electric energy from a specific solar-powered renewable resource (the “**Renewable Resource**”) under a separate Power Purchase Agreement between Company and the owner of the Renewable Resource (the “**PPA**”).


WHEREAS, Company will purchase and deliver to U of L such electric energy from the Renewable Resource for use in its facility at the U of L Location.

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 acknowledged, the Parties, each intending to be legally bound, agree as follows.

I. SOLAR POWERED ELECTRIC GENERATION

1.1 Company’s Procurement of Solar-Powered Electric Generation. On U of L’s behalf and for its benefit, and at U of L’s request, Company will purchase energy from the Renewable Resource under the PPA. The Renewable Resource will be a solar photovoltaic system located in Kentucky and will be interconnected to Company’s transmission system. It will have a nameplate AC capacity rating of not less than 139 MW and not more than 154 MW. The output of the solar photovoltaic system will be non-firm, as-available energy, delivered to Company’s transmission system under the PPA and measured as described in Section 2.2 below (the “**Renewable Energy**”). The PPA has a term continuing until the twentieth (20th) anniversary of commercial operation of the Renewable Resource.

1.2 Existing Contract for Electric Service. Company currently serves the U of L Location with electric service pursuant to a Contract for Electric Service dated [REDACTED] (Contract Account # [REDACTED]) with Contract Capacity of [REDACTED] kW, or kW as appropriate (the “**Account # [REDACTED] Contract**”) and a Contract for Electric Service dated [REDACTED] (Contract Account # [REDACTED]) with Contract as appropriate (the “**Account # [REDACTED] Contract**” # [REDACTED] Contract, the “**Existing Contracts**”). The

KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director

EFFECTIVE 11/12/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

in place and shall continue to be effective. This Agreement shall be supplemental to the Existing Contracts. The obligations of the Parties to this Agreement, including without limitation the Term commitment as set forth in Section 1.6 below, are in addition to the Parties' obligations under the Existing Contracts, and shall, subject to the last sentence of Section 2.9, continue until termination of this Agreement irrespective of any earlier termination of either or both of the Existing Contracts.

1.3 Application of Green Tariff. This Agreement is pursuant to and in accordance with the Company's Tariff on file with the Commission (the "**Tariff**") and, more specifically, Option #3 available under Standard Rate Rider GT set forth in the Tariff (the "**Green Tariff**"). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Tariff.

1.4 PPA Pricing. The PPA provides for a per-kWh rate of [REDACTED] per kWh. Such rate is equal to the Renewable Energy Charge defined below, which will, except to the extent the Discounted Renewable Energy Charge defined in Section 2.7(c) is applicable, be passed through to U of L and, along with tariffed demand charges (subject to the offsets described below) and tariffed standard rate components, be paid by U of L to Company under this Agreement. The integration of the PPA pricing for the Renewable Energy into the Existing Contract rates is further described below.

1.5 Termination for Convenience.

1.5.1. On or before the thirtieth (30th) day following the Effective Date, Company may terminate this Agreement for Company's convenience by delivering notice to U of L with such termination effective on the date such notice is delivered to U of L. Following a termination of this Agreement pursuant to this Section 1.5.1, neither Party shall have liability to the other Party under this Agreement. Company's determination as to whether to terminate this Agreement under this Section 1.5.1 shall be at Company's sole discretion.

1.5.2. Pursuant to the law of the Commonwealth of Kentucky, U of L reserves the right to terminate this Agreement for its own convenience without cause upon a thirty (30) day written notice to Company, which termination shall be effective on the date such notice is received by Company. Following a termination of this Agreement pursuant to this Section 1.5.2, U of L shall pay Company, as liquidated damages and not a penalty, the amount that results from multiplying (i) the number of years remaining in the Term (with partial years prorated based on a 365-day year) by (ii) the product of multiplying (a) the Renewable Energy Charge by (b) 24,202,000 kWh. U of L shall make such payment in accordance with Section 2.11.]

1.6 Term. This Agreement is subject to the further approval of the Kentucky Public Service Commission ("**Commission**") as set forth herein, and the purchase and sale of Allocated Renewable Energy and Allocated RECs shall not commence until approved by the Commission. Subject to such approval, this Agreement is effective as of the date of the purchase and sale of Allocated Renewable Energy and Allocated RECs.



to such approval, commence on the date of Company's written notice to U of L of commercial operation of the Renewable Resource ("**Commencement Date**"). The Agreement will terminate, and the term of this Agreement (the "**Term**") will end, on the earliest of (i) the twentieth (20th) anniversary of the Commencement Date, (ii) the termination of this Agreement pursuant to Section 1.5 above, (iii) the termination of this Agreement pursuant to Section 2.4 or 2.9 below, or (iv) the date, if any, on which Company notifies U of L that the PPA has been terminated.

1.6.1. **U of L's Share of Energy Generated by Renewable Resource.** Company will deliver to U of L, and U of L shall purchase on the terms set forth below, six and one-half percent (6.5%) of the Renewable Energy (the "**Allocated Renewable Energy**"), allocated as follows. Except as provided in the last sentence of Section 2.9, U of L shall purchase five and two-tenths percent (5.20%) of the Renewable Energy purchased under the Account # [REDACTED] Contract and one and purchase three-tenths percent (1.30%) of the Renewable Energy under the Account # [REDACTED] Contract. To the extent the Allocated Renewable Energy purchased under either of the Existing Contracts is in excess of U of L's energy usage under such Existing Contract, Section 2.8 below shall apply.

II. SALE OF POWER, RATES, BILLING, PAYMENT

- 2.1 **Sale of Electricity.** Subject to the terms and conditions of this Agreement, the Existing Contracts, and the Tariff, including the Green Tariff, Company shall sell to U of L and U of L shall buy from Company all electric energy required by U of L at the U of L Location. Company shall sell such electric energy to U of L in compliance with all requirements of Company. The electric energy shall be provided from Company's electric system to U of L at the location of Company's meters on the U of L Location.
- 2.2 **Measurement of Renewable Resource Output.** The electric energy produced by the Renewable Resource shall be measured at the Renewable Resource meter point at the interconnection point to the Company's electric system. Such measurements shall be in terms of kWh during the same intervals used for billing under each Existing Contracts ("**Contract Billing Intervals**").
- 2.3 **Limits of Obligation to Deliver.** Company does not warrant or guarantee the amount of electric energy to be produced by the Renewable Resource for any hourly, daily, monthly, annual or other period or any cumulative amount. U of L acknowledges that the electric energy produced by the solar electric facility is dependent upon the availability of sufficient sunlight to produce electric energy, and that no or limited amounts of electric energy will be produced by the Renewable Resource when sufficient sunlight is unavailable.
- 2.4 **Regulatory Approval; Confirmation of Condition Precedent.** This Agreement is subject to the jurisdiction and approval of the Commission. Company shall make application at Company's cost for all necessary regulatory approvals, including approval by the Commission, within sixty (60) days of the Effective Date. D of such approvals and the potential for such approvals to be shall be a condition precedent (the "**Regulatory CP**") to

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11/12/2021

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


Renewable Energy or RECs under this Agreement that either (i) Company delivers written notice to U of L that all necessary regulatory approvals, including approval by the Commission, have been granted without any conditions (an “**Unconditional CP Confirmation Notice**”) or (ii) each Party delivers to the other Party a written notice stating that the Party delivering such notice does not object to any conditions of such approvals (a “**CP Condition Acceptance Notice**”). A Party’s determination as to whether to deliver a CP Condition Acceptance Notice shall be at such Party’s sole discretion. Should the Regulatory CP not occur on or before June 30, 2022, either Party may deliver a termination notice to the other Party with such termination effective on the date thirty (30) days following such termination notice unless, before such date, the Regulatory CP occurs.

2.5 Renewable Energy Certificates. Under the PPA, Company will obtain all Renewable Energy Certificates (“**RECs**”) attributable to the Renewable Energy. Company will transfer to U of L all RECs attributable to the Allocated Renewable Energy (“**Allocated RECs**”) without additional charges. All Allocated RECs will be registered with (i) the Generation Attribute Tracking System (“**GATS**”) administered by PJM Environmental Information Services (“**PJM EIS**”), (ii) the MISO’s Midwest Renewable Energy Tracking System (“**MRETS**”), or (iii) another proven renewable asset tracking system associated with the major regional Independent System Operators (ISO). U of L and Company shall cooperate to obtain any and all required approvals and consents that may be required to effectuate deposits and retirements concerning the Allocated RECs under the applicable governing rules. The transfer will be without cost to U of L except for reimbursement to Company for any out-of-pocket fees charged by the tracking system to effectuate the transfer, which fees are paid initially by Company.

2.6 Company’s Terms and Conditions. This Agreement is subject to the terms and conditions contained in the Tariff, including the Green Tariff. Should there be any conflict in the Tariff terms and conditions and this Agreement’s terms and conditions, the terms of this Agreement shall, following approval of this Agreement by the Commission, prevail. Any provision in the Company’s terms and conditions contained in the Tariff that requires or otherwise specifies that U of L will indemnify the Company or any of its subcontractors or otherwise specify U of L being liable or responsible for the actions/inactions of the Company or other third party shall only be enforceable to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Claims Commission and KRS 45A.225 through 45A.275 (Contract Claims) or, if such statutes have been repealed at the time of a claim, as otherwise provided by the laws of the Commonwealth of Kentucky at such time.

2.7 Rates. U of L shall pay Company for its services during the Term pursuant to this Agreement at the rates set forth in U of L’s applicable Tariff (Time-of-Day Primary Service (“**TODP**”), the Green Tariff, and this Agreement, as set forth below:

- (a) Pursuant to the TODP Tariff and the Existing Contracts, U of L shall pay the Basic Service Charge per day, plus an Energy Charge per kWh, plus a Maximum Load Charge per kVA for U of L’s Peak Demand Period, its Base Demand Periods, and Adjustment charges as set forth in the Existing Contracts.


KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bidwell Executive Director

EFFECTIVE 11/12/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- (b) **Renewable Energy Charge.** In addition, U of L will pay Company the Renewable Energy Charge of [REDACTED] per kWh for all Allocated Renewable Energy other than Discounted Renewable Energy as defined in Section 2.7(c). The Energy Charge (as such term is used in the Tariff) for all kWh of energy delivered to U of L in excess of the Allocated Renewable Energy delivered to U of L shall be equal to the Energy Charge in the Existing Contracts. The Renewable Energy Charge and, to the extent otherwise applicable, the Discounted Renewable Energy Charge shall be applicable throughout the Term of this Agreement and shall remain applicable during the Term even if either or both of the Existing Contracts terminate, unless such termination is pursuant to Section 2.9 below.
- (c) **Discounted Renewable Energy.** To the extent the Renewable Energy in any calendar year exceeds 428,200,000 kWh, all Renewable Energy in excess of such amount during such calendar year shall be treated as “Discounted Renewable Energy” in accordance with this Section 2.7(c). Discounted Renewable Energy, if any, shall be allocated to U of L in the same percentage as other Renewable Energy and shall, to the extent so allocated to U of L, be included in Allocated Renewable Energy. U of L will pay Company [REDACTED] per kWh (the “Discounted Renewable Energy Charge”) for any Discounted Renewable Energy included in Allocated Renewable Energy, with such Discounted Renewable Energy Charge paid in lieu of the Renewable Energy Charge with respect to such Discounted Renewable Energy. All Allocated Renewable Energy other than Discounted Renewable Energy shall continue to be subject to the Renewable Energy Charge.
- (d) **Energy Offsets.** Each kWh of Allocated Renewable Energy allocated to an Existing Contract under Section 1.6.1 in a Contract Billing Interval shall be offset against the kWh of U of L’s energy usage on which the Energy Charge for such Contract Billing Interval is based under such Existing Contract, so that U of L is not subjected to two Energy Charges for the same kWh used.
- (e) **Standard Rate Components.** Rates shall include standard rate components, e.g., basic service charges and cost-recovery mechanisms as though U of L purchased all of its energy and demand under its applicable standard Tariff rate schedule(s). Such standard rate components may change from time-to-time as required or approved by the Commission. Charges and credits for adjustments to metered load will appear as separate line items on bills under the Existing Contracts.
- (h) Should the rate schedule of most predominant application to U of L (currently TODP change during the Term, the rates applicable to the succeeding rate schedule of most predominant application to U of L shall be used for calculating the Existing Contracts’ rates, but not the Energy Charge for Allocated Renewable Energy under this Agreement.

2.8 Excess Allocated Renewable Energy. U of L will receive a bill credit under an Existing Contract (credited against charges under such Existing Contract) for all Allocated Renewable Energy delivered to U of L under an Existing Contract under Section 1.6.1 during a Contract Billing Interval.

KENTUCKY
PUBLIC SERVICE COMMISSION

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EFFECTIVE
11/12/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

U of L's energy usage under such Existing Contract during the same Contract Billing Interval ("Excess Renewable Energy"). The total billing period credit under each Existing Contract will be calculated as the Company's avoided energy cost ("AEC") rate as described in Company's LQF tariff rider multiplied by the total amount of Excess Renewable Energy for all Contract Billing Intervals under such Existing Contract within the billing period.

2.9 Performance Security. If U of L no longer takes service under the Account # [REDACTED] Contract, the Company may terminate this agreement within 60 days of U of L's cessation of service under the Account # [REDACTED] Contract. If U of L no longer takes service under the Account # [REDACTED] Contract, but continues to take service under the Account # [REDACTED] Contract, all of the Allocated Renewable Energy shall thereafter be purchased by U of L under the Account # [REDACTED] Contract.


2.10 Billing. U of L will be billed monthly under the Green Tariff. Such billing will be added to U of L's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses. Company shall include in U of L's monthly invoice the quantity of Allocated Renewable Energy, the applicable energy offsets for such, any Excess Renewable Energy received, and the Existing Contracts' charges. Upon U of L's request, which may not be more frequent than twice per year, Company shall provide U of L with information sufficient for U of L to verify for the most recent 24-month period, the Renewable Energy produced by the Renewable Resource and the credits earned by U of L. U of L also may request such information in connection with any *Force Majeure* Event (as defined below) or in the event of any default by Company in its obligations under this Agreement. In the event the Existing Contracts are both terminated prior to the end of the Term of this Agreement, U of L shall, unless such termination is pursuant to Section 2.9 above, maintain a billing address for the remainder of such Term, which, in addition to serving as a billing address, shall serve as a payment address in the event credits under Section 2.8 exceed amounts owed by U of L under Sections 2.7(b) and 2.7(c).

2.11 Payment. Subject to any applicable requirements of the Commission, U of L shall pay each invoice within the time specified on the invoice according to Company's normal billing practices. Payments shall be made by electronic funds transfer to an account designated by Company in the invoice or in a written notice delivered to U of L. Any amounts not paid when due, including any amounts properly disputed and later determined to be owed, shall accrue late fees as set forth in the Tariff. U of L is not expecting to pay upfront costs.

2.12 Full-Requirements Purchase. Throughout the Term, U of L shall receive from Company, and pay to Company for all its electric energy requirements at the U of L Location pursuant to Company's applicable Tariff. U of L may install its own electric generation equipment "behind the meter" but shall remain responsible for its purchase obligations under this Agreement and under the Existing Contract including without limitation the demand charges associated with its Contract Capacity. Company shall be required to provide Commission to the operation of or output of the Renewable Resource, U of L's electric energy requirements at the U of L Location.

2.13 Renewable Resource Design and Equipment. Company Resource including but not limited to design, equipment, c

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11/12/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

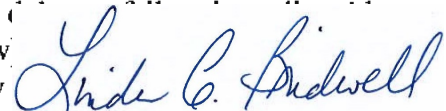
that no warranty exists with respect to the efficacy, efficiency, or life expectancy of the Renewable Resource and Company disclaims any and all such warranties. U of L acknowledges that technological advances, changing market conditions, and actions of governmental authorities may affect the economic or operating bases on which the Renewable Resource's economics are based. Company disclaims all implied warranties with respect to the Renewable Resource, including, without limitation, warranties of merchantability and fitness for a particular purpose.

- 2.14 Ownership of Tax Attributes.** The PPA does not provide for Company to receive any tax credits or similar tax incentives that may arise as a result of the operation of the Renewable Resource ("Tax Attributes"). However, in the event Company receives any Tax Attributes under the PPA, Company shall be the owner of such Tax Attributes and shall be entitled to transfer such Tax Attributes, if any, to any person.
- 2.15 No Assignment.** This Agreement shall not be resold, assigned or otherwise transferred by either Party without the other Party's prior written consent, which prior written consent shall not be unreasonably withheld, conditioned, or delayed. U of L, however, may assign this Agreement to a creditworthy affiliate, and Company may assign this Agreement to any entity that, following approval of such actions by the Commission, becomes the retail supplier of electric service to the U of L Location and assumes all of Company's responsibilities under this Agreement.
- 2.16 Sales Taxes.** Only to the extent any taxes, fees or charges shall be applicable to U of L under the Tariff or otherwise, U of L shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal ("Governmental Authority"), on the sale of electric energy by Company to U of L.
- 2.17 Allocation of Liquidated Damages under the PPA.** The PPA is anticipated to contain provisions that may result in the payment to Company of liquidated damages in connection with failures of the Renewable Resource to meet certain performance standards. To the extent Company collects liquidated damages under the PPA as a consequence of the performance of the Renewable Resource, Company shall pay to U of L an amount equal to such liquidated damages, multiplied by the percentage stated in Section 1.6, above.

III. MISCELLANEOUS

- 3.1 Excuse of Force Majeure Event.** Subject to the second sentence of this Section 3.1, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure results from the occurrence of a Force Majeure Event (as defined below). The result of the Force Majeure Event shall promptly (i) notify

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EFFECTIVE
11/12/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


existence and details of the *Force Majeure* Event; (ii) exercise all reasonable efforts to minimize delay caused by such *Force Majeure* Event; (iii) notify the other Party in writing of the cessation of such *Force Majeure* Event; and (iv) resume full performance of its obligations hereunder as soon as reasonably practicable thereafter. For purposes of this Agreement, "***Force Majeure Event***" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party. Subject to the foregoing, *Force Majeure* Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of Governmental Authority, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) equipment failure (excluding any failure attributable to the acts or omissions of the Party seeking to be excused from performance) or unavailability or delay in receiving necessary equipment, parts, or supplies, and (v) strikes or labor disputes. Changes in prices for electricity or inability to pay amounts required under this Agreement shall not constitute *Force Majeure* Events.

3.2 Change in Law. In the event there is a Change in Law (as defined below) that is applicable to the operation of the Renewable Resource, the sale of electric energy produced by the Renewable Resource, or any other obligation of the Company hereunder, and compliance with the Change in Law results in an increase in Company's costs to purchase, transmit, and deliver the Allocated Renewable Energy to U of L, Company will promptly submit to U of L a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Company's costs; and (iii) Company's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. U of L may, within thirty (30) days of such notice from Company, submit to Company a written notice accepting or rejecting the adjustment proposed in Company's notice. In the event U of L rejects Company's adjustment, Company may terminate this Agreement by thirty (30) days' written notice to U of L, without liability to U of L. If U of L rejects Company's adjustment and Company does not terminate, then there will be no price adjustment. If U of L accepts or does not reject the adjustment proposed by Company as described above in this Section 3.2, U of L agrees to an adjustment in the then applicable rates. "**Change in Law**" means an amendment, modification, or other change of applicable law, regulation, order or ordinance, enacted, adopted, issued, or promulgated by a Governmental Authority after the date first written above. For purposes of clarity, a change in the Tariff, including without limitation any change to the AEC, shall not be considered a "Change in Law" for purposes of this section, and shall be addressed as provided in the Tariff and any provisions of this Agreement to which such change pertains.

3.3 LIMITATION ON DAMAGES. Except as explicitly provided in this Agreement, neither Party shall be liable to the other Party for any special, punitive, exemplary, or direct or consequential damages arising out of or in connection with this Agreement.

3.4 Dispute Resolution. Exclusive Procedure. Any dispute, claim, or relating to this Agreement or the breach, interpretation

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

validity of this Agreement (each, a “**Dispute**”) shall be resolved pursuant to the procedures of this Agreement.

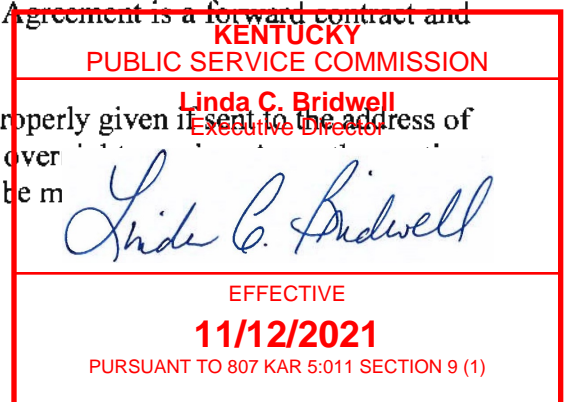
3.5 Dispute Notice. If a Dispute arises between Company and U of L, then any Party to such Dispute (each, a “**Disputing Party**”) may provide written notice thereof to the other Disputing Party, including a detailed description of the subject matter of the Dispute (the “**Dispute Notice**”). Any Disputing Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Disputing Parties nonetheless will continue to pursue resolution of the Dispute pursuant to this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall any Party be entitled to bring a Dispute arising under this Agreement more than two (2) years after such Party knew or reasonably should have known of the facts or circumstances giving rise to the Dispute or, in the case of a Dispute with respect to any invoice, more than 1 (1) year after the date of the invoice. If information from the Renewable Resource with respect to the basis for charges and credits on an invoice is not available for the entirety of the 2-year time periods prescribed in the preceding sentence, the absence of such information shall not be held against Company in a Dispute. For purposes of the immediately preceding sentence, information from the Renewable Resource does not include information from meters used by Company to measure Renewable Energy entering Company’s transmission system.

3.6 Informal Dispute Resolution. To the extent consistent with KRS Chapter 278, the Disputing Parties shall make a good faith effort to resolve the Dispute by prompt negotiations between or among each Disputing Party’s representative so designated in writing to the other Disputing Party or Disputing Parties (each, a “**Manager**”) who shall have authority to settle the Dispute. If the Managers are not able to resolve the Dispute within sixty (60) days after the date of the Dispute Notice, then the Parties will be permitted to seek their rights and remedies permitted in law and equity. These provisions shall survive any termination of this Agreement.

3.7 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, including principles of good faith and fair dealing that will apply to all dealings under this Agreement without regard to the conflicts of laws principles of such state. The Franklin County (Kentucky) Circuit Court shall have exclusive jurisdiction and venue of any legal action arising out of this Agreement, and each Party submits to the exclusive jurisdiction of such Court. Disputes or other matters which are within the exclusive jurisdiction of the Commission under KRS Chapter 278 shall remain subject to adjudication by the Commission in lieu of the aforementioned Courts.

3.8 Forward Contract. Company and U of L agree that, for the purpose of this Agreement, Company is a forward contract merchant and that this Agreement is a forward contract and commodity contract.

3.9 Notices. A CP Confirmation Notice shall be deemed properly given if sent to the address of such Party set forth below via nationally recognized overnight delivery service. Any notices required by this Agreement to be made to a Party may be made to the address of such Party.



Confirmation Notice or by electronic mail to the e-mail address set forth below for the recipient. A Party may change its notice address by written notice to the other Party.

3.9.1 If to Company:
Louisville Gas and Electric Company
220 W. Main St.,
Louisville, KY 40202
Attn: Mark White, Key Account Manager
E-Mail: [REDACTED]

Copy to:
LG&E and KU
c/o Legal Department 11th Floor
220 West Main Street
Louisville, KY 40202

3.9.2 If to U of L:
University of Louisville

Attn: Mark Watkins
E-Mail: [REDACTED]
2301 S. 3rd St.
Louisville, KY 40208

Copy to:
University of Louisville
206 Grawemeyer Hall
Louisville, KY 40208
Attn: General Counsel
E-Mail: [REDACTED]

3.10 Headings. Headings are for convenience only and do not affect this Agreement's interpretation.

3.11 Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

Remainder of Page Intentionally Left Blank; Signature Pages Follow



Intending to be legally bound hereby, Company and U of L have executed this Renewable Energy Agreement as of the Effective Date.

Company:

Louisville Gas and Electric Company

By: 

JOHN R. CROCKETT III

Printed Name

PRESIDENT

Title 10/11/21

Customer:

University of Louisville

By: 

MARK WATKINS

Printed Name

COO

Title 9-24-2021

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11/12/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)