



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
www.bigrivers.com

September 10, 2019

Mr. Martin Littrel
President and CEO
Meade County Rural Electric Cooperative Corporation
1351 Irvington Road
Brandenburg, Kentucky 40108

Re: Nucor Corporation Retail Electric Service Agreement

Dear Marty:

This letter agreement ("Letter Agreement") will evidence Big Rivers Electric Corporation's ("Big Rivers") concurrence with the terms of Meade County Rural Electric Cooperative Corporation's ("Meade County RECC") electric service agreement with Nucor Corporation (the "Retail Customer") dated September 9, 2019, a copy of which is attached hereto as Exhibit 1 (the "Retail Agreement"), and the agreement between Big Rivers and Meade County RECC with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement between Big Rivers and Meade County RECC, as amended, and Big Rivers' filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.


(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Meade County RECC the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Meade County RECC in the Retail Agreement, and Big Rivers shall have the benefit of Retail Customer's obligations in such agreement. Big Rivers will supply the facilities required to deliver power to the delivery point, as defined in the Retail Agreement, and to meter electrical usage by Retail Customer.

(3) **Obligations of Meade County RECC.** Meade County RECC shall take and pay for electric power and energy delivered by Big Rivers in accordance with the Retail Agreement, with demand and energy being measured in accordance with the Retail Agreement.

(4) **Obligation of Meade County RECC for Minimum Billing Demand and Termination Charges.** Meade County RECC agrees to bill Retail Customer for the minimum billing demand charges in excess of measured demand, any termination charges, and any other amounts due under the Retail Agreement, and agrees to pay over to Big Rivers all funds actually collected under such billings.

(5) **Division of Any Partial Payments.** Meade County RECC shall pay to Big Rivers a pro rata share of any partial payment made to Meade County RECC by Retail Customer.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Kent A. Chandler
Acting Executive Director



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Mr. Martin Littrel
September 10, 2019
Page 2

(6) **Hold Harmless.** Big Rivers acknowledges that Meade County RECC is not charging any retail adder with respect to the Retail Agreement; Big Rivers agrees that Meade County RECC shall not owe Big Rivers any amounts relating to the Retail Agreement except those collected from Retail Customer; and Big Rivers agrees to hold Meade County RECC harmless for any costs Meade County RECC incurs relating to the Retail Agreement.

(7) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance by the Public Service Commission of Kentucky, and upon receipt of any consents or approvals required under Big Rivers' agreements with its creditors, including the Rural Utilities Service.

(8) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Meade County RECC. The Retail Agreement cannot be amended without the written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer.

If this Letter Agreement is acceptable to Meade County RECC, please indicate that acceptance by signing in the space provided and returning four signed counterparts to us.

Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION



Robert W. Berry
President and CEO


KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

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Mr. Martin Littrel
September 10, 2019
Page 3

ACCEPTED:

MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION



Martin Littrel
President and CEO

Date: September 18, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



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8/17/2020

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