

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is made and entered into as of the 9th day of September, 2019, between **MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION**, a Kentucky rural electric cooperative corporation, with its principal office located at 1351 Irvington Road, Brandenburg, Kentucky 40108 (“Seller”), and **NUCOR CORPORATION**, a Delaware corporation, with its principal office located at 1915 Rexford Road, Charlotte, North Carolina 28211 (“Customer”), for service at the steel mill facility Customer intends to construct and operate at the Buttermilk Falls Site in Brandenburg, Kentucky (the “Facility”). Seller and Customer are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Seller will provide retail electric service to the Facility under the terms of this Agreement;

WHEREAS, Seller will purchase the electric power and energy for resale to Customer from Big Rivers Electric Corporation (“Big Rivers”) under a Wholesale Power Contract dated June 8, 1962, as has been and may be amended from time to time (the “Wholesale Power Agreement”); and

WHEREAS, Customer is agreeable to locating the Facility in the Commonwealth of Kentucky contingent upon Seller providing the electrical requirements for the Facility under the terms of this Agreement.


NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
GENERAL OBLIGATIONS**

1.01 Basic Obligations of the Parties. Seller shall supply, sell, and deliver to Customer, and Customer shall accept and pay for all of the electric power and energy Customer may need for the operation of the Facility, up to the Maximum Contract Demand, as defined in Section 2.03(b) of this Agreement, subject to the terms and conditions set forth herein. The electric service provided hereunder is subject to the applicable rules, regulations, and orders of the Public Service Commission of Kentucky (the “Commission”). Except as otherwise provided herein, this Agreement contains the exclusive terms on which Seller will provide electric service to Customer during the term of this Agreement and Customer will accept and pay for electric service from Seller during the term of this Agreement.

1.02 Membership. Customer shall be a member of Seller, and shall be bound by applicable rules and regulations as may from time to time be adopted by Seller.

1.03 Performance by Seller. Big Rivers shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and Big Rivers may enforce such covenant by action in its own name or may require Seller to enforce such covenant on behalf of Big Rivers.

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Kent A. Chandler Acting Executive Director

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1.04 Description of the Facility. The Facility shall consist of Customer's facilities located on or directly adjacent to the Buttermilk Falls Site utilized in the production of steel, including, but not limited to, electric arc furnaces, continuous casters, rolling mills, air separation facilities, scrap and raw materials processing facilities, slag processing facilities, and other facilities incidental and necessary to the production of steel, including customer facilities to service or process Nucor's steel.

ARTICLE II
SERVICE CHARACTERISTICS

2.01 Delivery Point and Character of Service. The "Delivery Point" of the electric power and energy made available under this Agreement shall be the point of connection of Customer's bus with Big Rivers' step-down transformers at the Brandenburg Steel Mill Substation 34.5 kV bus. The electric power and energy delivered under this Agreement will be in the form of three-phase alternating current (60 hertz) at nominal 34.5 kV voltage level.

2.02 Service Restriction. Except as provided in subsection (a) below, Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

- (a) Customer-Owned Generation. Customer may self-generate power for any power requirements at the Facility beyond the Maximum Contract Demand. Any supplementary, back-up, or similar service to support any customer-owned generation, and/or the purchase of any capacity or energy from any customer-owned generation will be subject to good-faith negotiation.

2.03 Contract Demand.

- (a) "Billing Demand" shall be considered equal to the [REDACTED] during a billing month; provided, however, that the Billing Demand for any billing month shall not be less than [REDACTED] of the highest measured demand in the previous twelve-month period.
- (b) Customer's maximum Billing Demand in any billing month during the Term of this Agreement (the "Maximum Contract Demand") shall be [REDACTED]. Customer may request a price quote for an increase in the Maximum Contract Demand, subject to the capability of Big Rivers' then-existing transmission facilities. Billing Demand shall not exceed Customer's Maximum Contract Demand in any billing month.

2.04 System Disturbances; Obligation for Damages.

- (a) A "System Disturbance" shall be deemed to exist if the [REDACTED] directly or indirectly results in a risk of harm to human beings or material damage to or substantial interference with the functioning of Big Rivers' transmission system or transmission system, Seller's distribution system, equipment or operations of any customer of one of Big Rivers' cooperatives. A System Disturbance includes, but is not limited to [REDACTED]

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[REDACTED] of [REDACTED]

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8/17/2020


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

current harmonic total demand distortion (“TDD”) measured at the Delivery Point that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and (ii) a use of capacity and energy in such a manner that causes a current imbalance between phases greater than five percent at the Delivery Point.

- (b) In its role as Local Balancing Area Operator in the Midcontinent Independent System Operator, Inc. (“MISO”) and reader of the meters serving Seller, Big Rivers shall have primary responsibility for determining the existence and source of System Disturbances. If Big Rivers reasonably believes that Customer is responsible for a System Disturbance, it shall provide notice to Seller and Customer, and Customer may take, but shall not be obligated to take, appropriate action at its sole expense to cure, correct or suppress such System Disturbance. If the Customer declines for any reason to take action to correct the System Disturbance, then Seller shall undertake, or cause Big Rivers to undertake, appropriate action to cure, correct or suppress such System Disturbance. If Customer is determined to be the source of the System Disturbance, Customer shall be obligated to reimburse Seller for all reasonable costs incurred by Seller or Big Rivers to cure, correct or suppress such System Disturbance. Customer shall not be responsible to repair damage caused by, or take corrective action for, system disturbances it did not cause.
- (c) Seller shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point that results solely from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer’s electrical system on Customer’s side of the Delivery Point. The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Delivery Point it becomes the responsibility of Customer, and neither Seller nor Big Rivers shall be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of said electric power and energy on Customer’s premises, or elsewhere, after it passes the Delivery Point except where such loss or damage shall be shown to have been occasioned by negligence of Seller or Big Rivers, their agents or employees.

2.05 Power Factor. Customer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Customer’s power factor is less than 90% at time of maximum load, Seller reserves the right to require Customer to choose either (a) installation at Customer’s expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

2.06 Metering.

- (a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Big Rivers, and shall be and remain the property of Seller or Big Rivers.
- (b) Each meter shall be read on or about the first day of each month, or such other day as the Parties may mutually agree upon, by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.
- (c) All inspections and testing of metering equipment shall be performed in accordance with the Commission's applicable rules and regulations.
- (d) All meters utilized for the purpose of calculating Customer's billing determinants shall be totalized for billing purposes.

2.07 Easements and Facilities Provided by Customer.

- (a) Customer shall furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point.
- (b) Customer shall provide or cause to be provided, without cost to Seller or Big Rivers, the following facilities which are or may be necessary for Seller or Big Rivers to supply the electric consuming facilities of Customer with retail electric service:
 - (i) Adequate sites for the construction and erection of such new substations and other facilities and future alterations to such new facilities as may from time to time be necessary to serve Customer, at such locations and of such dimensions as mutually agreed upon with the fee simple title thereto, rough graded to Seller's or Big Rivers' requirements, as may be from time to time required by Seller or Big Rivers;
 - (ii) Easements for rights-of-way upon Customer's property, at such locations and of such dimensions as determined by Seller and which are necessary for the construction of facilities which Seller or Big Rivers must furnish to provide electric service under this Agreement. If Customer wishes to move any such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense;
 - (iii) An easement for ingress and egress for the exercise by Seller or Big Rivers of Seller's rights under this Agreement; and
 - (iv) Facilities for Big Rivers' metering equipment.

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8/17/2020

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

2.08

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

2.09 Operation and Maintenance of Facilities.

- (a) Seller shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it or by Big Rivers and required to supply retail electric service to Customer in accordance with the terms of this Agreement.
- (b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that Seller shall have no duty to inspect such facilities for compliance therewith.
- (c) Nothing in this Agreement shall be construed to render either Party liable for any claim, demand, cost, loss, cause of action, damage, or liability of whatsoever kind or nature arising out of or resulting from the construction, operation, or maintenance of such Party's electric system or electric systems connected to such Party's electric system.


2.10 Right of Removal. Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either Party on or in the premises of the other Party shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove such equipment, apparatus, devices, or facilities.

2.11 Termination Charge. If this Agreement expires or is terminated for any reason, Customer shall pay Seller, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, a "Termination Charge" in accordance with Exhibit B hereto.

2.12 Credit Support for Termination Charge. If Customer's Credit Rating falls below a rating of [REDACTED] from Standard & Poor's Rating Group ("S&P") or Fitch Ratings, Inc. ("Fitch"), or below [REDACTED] from Moody's Investor Services, Inc. ("Moody's"), then within [REDACTED] calendar days of such downgrade event, Customer shall provide an irrevocable letter of credit acceptable to Seller and Big Rivers, or other credit support acceptable to Seller and Big Rivers, as security for payment of the Termination Charge.

KENTUCKY PUBLIC SERVICE COMMISSION

Ken A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

any date of determination, the rating then assigned to Customer's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancements) by S&P, Moody's, or Fitch, or their successors, or if Customer does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating then assigned to Seller as its issuer rating by S&P, Moody's, or Fitch, or their successors.

2.13 Ancillary Services; Transmission. Seller shall be responsible for procuring transmission and ancillary services needed to deliver capacity and energy to Customer under this Agreement, subject to the rates and other terms hereunder.

2.14 Curtailment; Interruption. [REDACTED]

ARTICLE III
PAYMENT

3.01 Rates. During the Term of this Agreement, Customer shall take service from Seller at the rates set forth in Exhibit C hereto and under Seller's Rate Schedule 13, as it may be amended from time to time, and any other applicable tariffs of Seller, or any successor tariff(s), all of which are incorporated herein by reference. A copy of Seller's current Rate Schedule 13 is attached hereto as Exhibit D. Seller shall take service from Big Rivers under Big Rivers' proposed Large Industrial Customer Expansion Rate tariff, in substantially the form attached hereto as Exhibit E, which tariff Big Rivers will seek all necessary approvals to implement, as such tariff may be amended from time to time, and any other applicable tariffs of Big Rivers, or any successor tariff(s), all of which are incorporated herein by reference. Notwithstanding the foregoing, to the extent any provision of this Agreement, including the exhibits hereto, are inconsistent with the tariffs referenced in this section, the provisions of the Agreement shall prevail.

3.02 Taxes. Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing. Bills for service hereunder shall be paid electronically or at the office of the Seller as follows:

Meade County RECC
1351 Irvington Road,
P.O. Box 489
Brandenburg, Kentucky 40108

Such payments shall be due on the 15th day of each month for service rendered during the preceding monthly billing period (the "Due Date"). If payment is not received on or before the Due Date, or if Customer fails to maintain adequate payment security as required hereunder, Seller may discontinue service.

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

without further action on the part of Seller by giving the Customer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Customer of any of its obligations under this Agreement or limit Seller's other remedies under this Agreement. Simple interest equal to the then-effective prime commercial lending rate as published in the "Money Rates" section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the Due Date until paid.

In the event any portion of the bill is in bona fide dispute, as a result of metering-related issues or otherwise, Customer shall notify Seller on or before the Due Date of the disputed amount and the reason therefor and shall pay the undisputed amount. The parties shall attempt in good faith to resolve the dispute. If the Parties are unable to agree upon a correct amount within ten (10) calendar days of Customer's written notice of the dispute, then the disputed amount shall become due on the later of the Due Date or the end of that ten (10) day period.

3.04 Credit Support for Monthly Billing Obligations

- (a) Customer shall provide, prior to the Service Commencement Date defined in Section 11.01, an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, being the amount of [REDACTED], as security for the payment of its monthly billing obligations. In the event customer fails to pay any monthly billing invoice by the Due Date, after notifying Customer of its intent to do so Seller may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy any unpaid invoices.
- (b) In addition to the rights and obligations in Section 3.04(a), in the event Customer fails to pay any monthly billing invoice by the Due Date, or Customer's credit rating falls below [REDACTED] from S&P or Fitch, or below [REDACTED] from Moody's, then Customer shall provide an irrevocable bank standby letter of credit representing [REDACTED] of estimated billing, being the amount of [REDACTED], as security for payment of its monthly billing obligation, within 15-calendar days of such event. If Customer fails to pay any invoice for service by the Due Date, after notifying Customer of its intent to do so Seller may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided for in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy that unpaid invoice.

ARTICLE IV
CONTINUITY OF SERVICE

4.01 Continuity of Service. Seller shall use reasonable dili and uninterrupted supply of electric power and energy hereunder. How

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director
 stant
EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

guarantee uninterrupted service, and neither Seller nor Big Rivers shall be responsible for damages to Customer occasioned by any failure, shortage, or interruption of service for any reason, including but not limited to those resulting from maintenance work, inability to secure right-of-way, or from a Force Majeure Event, as defined in Section 4.02 of this Agreement.

4.02 Force Majeure. In the event a Party's performance of this Agreement is limited or prevented in whole or in part by Acts of God, strikes, labor trouble, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government (whether federal, state, or local, or civil or military), civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, or inability to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (whether federal, state, or local, or civil or military), or any other cause beyond the reasonable control of the Parties hereto whether or not specifically provided herein (each a "Force Majeure Event"), the obligations (other than payment obligations) of both Parties shall be suspended to the extent made necessary by such Force Majeure Event; provided that the affected Party gives notice and reasonably full particulars of such Force Majeure Event, first by telephone and then confirmed in writing, to the other Party within a reasonable time after the occurrence of the Force Majeure Event. Each Party will, in the event it experiences a Force Majeure Event, use all commercially reasonable efforts to eliminate the effects of such Force Majeure Event on its performance as soon as reasonably possible; provided that nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

ARTICLE V
RIGHT OF ACCESS


5.01 Duly authorized representatives of the Seller shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions hereof.

5.02 Customer shall furnish to Seller such reports and information concerning the matters addressed in or matters arising out of this Agreement or any exhibit hereto as the Seller may reasonably request from time to time.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

6.01 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

- (a) Failure by Customer to make any payment in accordance with this Agreement;
- (b) Failure of a Party to perform any material duty imposed on it by this Agreement, including but not limited to the failure to maintain adequate records as required in Sections 2.12 and 3.04;
- (c) Any attempt by a Party to transfer an interest in this Agreement permitted pursuant to Section 10.01;

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.


6.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provision herein, except as provided in Section 6.03 of this Agreement.

6.03 LIMITATION OF DAMAGES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL CUSTOMER OR SELLER (OR ITS WHOLESALE POWER SUPPLIER), OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. CUSTOMER’S OR SELLER’S LIABILITY (AND THE LIABILITY OF ITS WHOLESALE POWER SUPPLIER) HEREUNDER SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.04 Survival. Obligations of a Party accrued under this Agreement on or before the date this Agreement is terminated or otherwise expires shall survive that termination or expiration.

**ARTICLE VII
INDEMNIFICATION**

7.01 Parties agree to indemnify and hold the other Party and Big Rivers harmless from and against any and all claims, demands, damages, judgments, losses or expenses asserted against the other Party and/or Big Rivers arising out of, related to or concerning damage to Big Rivers’ generation or transmission facilities or the transmission facilities of any other entity resulting from Party’s operations, activities, or usage of electric power unless said claim, demand, damage, judgments, losses or expenses arise

KENTUCKY PUBLIC SERVICE COMMISSION Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

negligence or intentional misconduct of the Party or Big Rivers. Additionally, Parties assume all responsibility for the electric service at and from the Party's side of the Delivery Point of electricity and for the wires and equipment used in connection therewith, and will indemnify and hold the other Party and Big Rivers harmless from any and all claims for injury or damage to persons or property occurring at and from the Party's side of the Delivery Point of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage is occasioned solely by the negligence or intentional misconduct of the Party or Big Rivers.

ARTICLE VIII
NOTICE

8.01 Except as herein otherwise expressly provided, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or by any qualified and recognized delivery service, or sent postage prepaid by United States certified mail, return receipt requested, to the persons specified below unless otherwise provided for in this Agreement.

TO CUSTOMER:

Controller
Nucor Steel Brandenburg
Brandenburg, Kentucky

TO SELLER:

President and CEO
Meade County Rural Electric Cooperative Corporation
1351 Irvington Road
Brandenburg, Kentucky 40108
Telephone: (270) 422-2162

Any notice from Customer to Seller shall be given concurrently to Big Rivers, using the same methods of delivery required by this Agreement for notice to Seller, at the following address:

President and CEO
Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Telephone: (270) 827-2561

Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party of such change in accordance with this section.



ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.01 Representations of Seller. Seller hereby represents and warrants to Customer as follows:

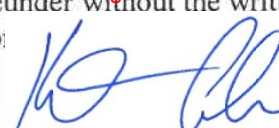
- (a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.

9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

- (a) Customer is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.
- (b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.
- (c) The rates offered to Customer and incorporated into this Agreement were a necessary factor in the decision of Customer to locate its operations in Kentucky. Customer estimates that its Facility will involve a capital investment of approximately \$1.35 Billion, and employment of approximately 400 full-time persons.

ARTICLE X
SUCCESSION AND APPROVAL

10.01 Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may withhold approval of a proposed assignment until it has been provided with all information it may reasonably require regarding the proposed assignee and it has determined that the proposed assignee has the ability to fulfill assignor's obligations hereunder to the reasonable satisfaction of the Party following the proposed assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor.

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ARTICLE XI
TERM AND SERVICE COMMENCEMENT DATE

11.01 This Agreement shall become effective upon the satisfaction or waiver of the contingencies referred to in Section 12.01 of this Agreement, and shall remain in effect for [REDACTED] following the Service Commencement Date, as defined in this section (the "Term"). "Service Commencement Date" shall mean the date on which Customer commences production of steel in commercial quantities, and such date shall be specified by Customer, but shall be no later than [REDACTED]. Prior to the expiration of the Term, the Parties shall negotiate in good faith with the goal of concluding a replacement power supply agreement.

ARTICLE XII
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

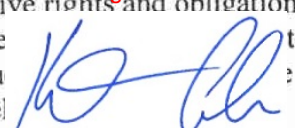
12.01 The "Effective Date" of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until:

- (a) all necessary approvals, including approvals of this Agreement, a corresponding amendment to the Wholesale Power Agreement, and Big Rivers' proposed Large Industrial Customer Expansion Rate tariff, are received from (i) the boards of directors of Seller, Customer, and Big Rivers; (ii) the Commission; and (iii) the Rural Utilities Service ("RUS"); or the Parties and Big Rivers waive such approvals;
- (b) Seller has completed or caused to be completed the transmission system improvements, and has secured or caused to be secured the transmission service required for service to Customer hereunder; and
- (c) Customer has obtained the necessary permits for operation of the Facility.

ARTICLE XIII
MISCELLANEOUS

13.01 Entire Agreement. The terms, covenants, and conditions contained in this Agreement, including the attached exhibits, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Customer is subject to the articles, bylaws, tariffs, rules, and regulations of Seller and to the laws, rules, regulations, and lawful orders of the Commission. In the event of a conflict between this Agreement and the articles, bylaws, tariffs, rules, and regulations of Seller, this Agreement shall take precedence.

13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky, and in the event of its conflicts of law rules. The courts of the Commonwealth of Kentucky shall have exclusive jurisdiction over each and every judicial action brought under or in relation to this Agreement.

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director

EFFECTIVE 8/17/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission (in which event exclusive jurisdiction and venue will lie with the Commission), or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties shall submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be Henderson County, Kentucky.

13.03 Waiver. The waiver by either Party of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

13.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties and consented to by Big Rivers.

13.05 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original.

13.06 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

13.07 Severability. Should any provision or provisions of this Agreement be declared void or illegal by any court of competent jurisdiction, then such void or illegal provision or provisions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement all as of the day and year first above written.

MEADE COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION

By: Martin Littrel
Martin Littrel
President and CEO

NUCOR CORPORATION

By: Johnny Jacobs
Johnny Jacobs
Vice President and General Manager



EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Acting Executive Director



EFFECTIVE

8/17/2020

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

EXHIBIT B

TERMINATION CHARGE

The Termination Charge shall be equal to Big Rivers' actual cost of the transmission and other facilities ("Transmission Facilities Costs") constructed to provide service to Customer, which amount is estimated to be [REDACTED] as of July 3, 2019, reduced in accordance with the following schedule:



Transmission Facilities Costs shall include costs incurred by Big Rivers prior to the Effective Date of this Agreement for which Customer has accepted financial responsibility under the letter agreement between Customer and Big Rivers dated May 1, 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)

EXHIBIT C

RATES

During the Term of the Agreement, Customer shall take service from Seller under Seller's Rate Schedule 13, and Seller shall take service from Big Rivers under Big Rivers' Large Industrial Customer Expansion Rate tariff for service to Customer, as such tariffs may be amended from time to time, and any other applicable or successor tariffs; provided, however, that the following Special Contract Rates shall apply to service to Customer in lieu of any other rates in such tariffs unless provided otherwise:

- A. Beginning on the Effective Date hereof (as defined in Section 12.01 of the Agreement) and continuing through the Service Commencement Date (as defined in Section 11.01 of the Agreement), Customer shall pay Seller for service hereunder upon the rates, terms, and conditions set forth in Big Rivers' Large Industrial Customer tariff, or any successor tariff, subject to such changes as may become effective from time to time by operation of law or by order of the Commission, including all applicable riders, but without any retail adder from Seller, plus applicable taxes. A copy of Big Rivers' current Large Industrial Customer tariff is attached to the Agreement as Exhibit F.
- B. From the Service Commencement Date, through [REDACTED], Customer shall pay Seller:
 1. a monthly Demand Charge of [REDACTED] of Billing Demand for all MW up to the Maximum Contract Demand, including any increase in the Maximum Contract Demand pursuant to Section 2.03(b) of the Agreement; plus
 2. a monthly Demand Charge equal to the greater of (i) the Demand Charge set forth in Big Rivers' Large Industrial Customer tariff, or any successor tariff, subject to such changes as may become effective from time to time by operation of law or by order of the Commission, or (ii) Big Rivers' out-of-pocket costs for all MW in excess of the Maximum Contract Demand; plus
 3. an On-Peak Energy Charge for all MWh consumed during On-Peak Hours during the billing month, plus an Off-Peak Energy Charge for all MWh consumed during Off-Peak Hours, in accordance with the following table:

**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)

	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On-Peak Energy Charge (\$ per MWh)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Off-Peak Energy Charge (\$ per MWh)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4. "On-Peak Hours" shall be from 8:00 a.m. to 8:00 p.m., Eastern prevailing time, Monday-Friday, excluding NERC holidays. All other hours are "Off-Peak Hours."

5. [REDACTED]


C. On and after [REDACTED] and through the end of the Term, Customer will take service from Seller under the following pricing structure:

[REDACTED]

[REDACTED]

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Kent A. Chandler
Acting Executive Director



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8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

[REDACTED]

[REDACTED]

[REDACTED]

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Acting Executive Director



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8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT D
SELLER'S CURRENT RATE SCHEDULE 13

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PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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

Exhibit D

FOR Entire territory served
 Community, Town or City _____
 P.S.C. No. 41
 (Original) Sheet No. 60
 (Revised) _____
 Cancelling P.S.C. No. _____
 (Original) Sheet No. 42
 (Revised) _____

**MEADE COUNTY RURAL ELECTRIC
 COOPERATIVE CORPORATION**

Schedule 13	CLASSIFICATION OF SERVICE	RATE PER UNIT
Large Industrial Customers Served Under Special Contract For All Load Subject To The Big Rivers Large Industrial Customer Expansion Rate		
<p><u>Availability</u> This rate shall apply to those power requirements of any large consumer with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.</p> <p><u>Conditions of Service</u> Service hereunder shall be subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The consumer must execute a written contract for electric service, or amend an existing contract; and 2. The consumer's service characteristics must qualify all or some portion of the consumer's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and 3. It shall be the responsibility of the consumer to coordinate through the Cooperative or its authorized agent all transactions that the Cooperative must make on behalf of the customer pursuant to the Big Rivers Large Industrial Customer Expansion Tariff. <p><u>Monthly Rate</u></p> <p>A. Wholesale Power Cost An amount equal to all the monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rate for wholesale electric service (including transmission service) hereunder.</p> <p>B. Retail Adders: Retail Adders shall be determined on a case by case basis for that portion of each consumer's load served under this tariff.</p>		

DATE OF ISSUE August 21, 2013
 Month/Date/Year
 DATE EFFECTIVE August 20, 2013
 Month/Date/Year
 ISSUED BY [Signature] Rates are subject to change and refund at the discretion of the Commission.
 (Signature of Officer)
 TITLE President / CEO
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2013-00033 DATED 8/20/13

KENTUCKY
 PUBLIC SERVICE COMMISSION

JEFF R. BERGEN
 KENTUCKY
 PUBLIC SERVICE COMMISSION
 Kent A. Chandler
 Acting Executive Director

[Signature]

PURS. (1)
 EFFECTIVE
8/17/2020
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT E

**BIG RIVERS' PROPOSED LARGE INDUSTRIAL CUSTOMER EXPANSION RATE
TARIFF**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE

8/17/2020

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



Your Touchstone Energy Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.01

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion

[N]

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after _____, 2019, including New Customers with a QF as defined in Rate Schedule QFP, that either initially contracts for fifty (50) MWs or more of capacity or whose aggregate peak load at any time amounts to fifty (50) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
 - (i) the customer was in existence and served under the then-effective Big Rivers Rate Schedule LIC any time during the Base Year *and*,
 - (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: **Robert W. Berry,**
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director

EFFECTIVE

8/17/2020

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



Your Touchstone Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.02

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Availability (continued):

- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule QFP, where:
 - (i) the customer's load was in existence and served under the then-effective Big Rivers Rate Schedule RDS;
 - (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least fifty (50) MWs greater than the customer's Base Year peak demand; *and*
 - (iii) the customer requires service through a dedicated delivery point.

For all loads meeting the availability criteria above, no other Big Rivers tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the availability criteria above.

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative

(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

Original SHEET NO. 30.03

CANCELLING P.S.C. KY. No. _____

SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Rates and Charges:

Each month, each Member Cooperative shall be required to pay separately for each of its customers taking service under this tariff, in each case using that individual customer's contract demand (if any) or metered demand, as applicable.

For all delivery points served under this tariff, a Monthly Delivery Point Rate consisting of *the sum of the following*:

(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include *the sum of all Third-Party Supplier charges*, including –

- (i) capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems,
- (ii) all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system, *and*
- (iii) all MISO expenses and costs.

(2) Expansion Demand Transmission Rate:

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers Transmission System according to the rates in the OATT applied to each kW taken as Expansion Demand.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.04

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Rates and Charges (continued):

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in the OATT –

- (i) Scheduling System Control and Dispatch;
- (ii) Reactive Supply and Voltage Control from Generation Sources Services;
- (iii) Regulation and Frequency Response Service;
- (iv) Energy Imbalance Service;
- (v) Operating Reserve - Spinning Reserve Service; *and*
- (vi) Operating Reserve - Supplemental Reserve Service.

(4) Big Rivers Adder:

In addition to the charges contained in Items (1), (2), and (3) of this Rates and Charges section, Big Rivers shall charge an adder determined on a case by case basis.

Metering:

Big Rivers shall provide an appropriate meter to all delivery points of Large Industrial Customer delivery point customers served under this rate schedule.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Touchstone Energy® Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 30.05

CANCELLING P.S.C. KY. No. _____

_____ SHEET NO. _____

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LICX – Large Industrial Customer Expansion – (continued)

[N]

Definitions:

Please see Section 4 for definitions common to all tariffs.

Definitions specific to this rate schedule are:

- (1) "Base Year" shall mean the twelve (12) calendar months from _____ 2018 through _____ 2019.
- (2) "Existing Customer" shall mean any customer of a Member Cooperative served as of _____, 2019.
- (3) "New Customer" shall mean any customer of a Member Cooperative commencing service on or after _____, 2019.
- (4) "Special Contract Rate" shall mean a rate negotiated with a Member Cooperative to serve the load requirements of a New Customer or an Existing Customer.
- (5) "Expansion Demand" and "Expansion Energy" *for the load requirements of a New Customer* shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.
- (6) "Expansion Demand" *for the expanded local requirements of an Existing Customer* shall be the amount in kW by which the customer's Billing Demand *exceeds* the customer's Base Year peak demand, *plus* an additional amount of demand sufficient to compensate for losses on the Big Rivers transmission system as set forth in Big Rivers' OATT. *In those months in which there is Expansion Demand*, "Expansion Energy" shall be the amount in kWh by which the customer's kWh usage for the current month *exceeds* the customer's actual kWh usage for the corresponding month of the Base Year, *plus* an additional amount of kWh sufficient to compensate for losses on the Big Rivers transmission system as set forth in the OATT.

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

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)

**STANDARD RATE – LICX – Large Industrial Customer Expansion
Billing Form**

[N]

BIG RIVERS ELECTRIC CORP

INVOICE
P. O. BOX 24
MONTH ENDING mm/dd/yy

HENDERSON, KY 42419-0024

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION
DELIVERY POINTS

ACCOUNT SERVICE FROM mm/dd/yy THRU mm/dd/yy
USAGE:

USAGE	DEMAND	TIME	DAY	METER	MULT	KW DEMAND
		00:00 A (or P)	mm/dd		1000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE		KW DEMAND BILLED
EXPANSION DEMAND		00.00%	00.00%	00.00%		000,000
ENERGY		PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
EXPANSION ENERGY		00000.000	00000.000	0000.000	1000	00,000,000
EXPANSION DEMAND & EXPANSION ENERGY						
EXPANSION DEMAND, INCLUDING LOSSESS			kW	TIMES	\$	EQUALS \$
P/F PENALTY			kW	TIMES	\$	EQUALS \$
EXPANSION ENERGY, INCLUDING LOSSESS			kWh	TIMES	\$	EQUALS \$
OTHER EXPANSION SERVICE CHARGES						EQUALS \$
SUBTOTAL						\$
EXPANSION DEMAND TRANSMISSION						
LOAD RATIO SHARE OF NETWORK LOAD						\$
EXPANSION DEMAND & EXPANSION ENERGY ANCILLIARY SERVICES						
SCHEDULING SYSTEM CONTROL & DISPATCH SERVICE						\$
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE						\$
REGULATION & FREQUENCY RESPONSIVE SERVICE						\$
ENERGY IMBALANCE SERVICE						\$
OPERATING RESERVE – SPINNING RESERVE SERVICE						\$
OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE						\$
SUBTOTAL						\$
BIG RIVERS AIDER						
EXPANSION DEMAND			kW	TIMES	\$	EQUALS \$
						TOTAL AMOUNT DUE \$

----- LOAD FACTOR -----
ACTUAL BILLED
00.00% 00.00%

MILLS PER KWH
00.00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE month dd, 2019
DATE EFFECTIVE month dd, 2019

/s/ Robert W. Berry

ISSUED BY: Robert W. Berry,
President and Chief Executive Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT F

BIG RIVERS' CURRENT LARGE INDUSTRIAL CUSTOMER TARIFF

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)



Your Transmission Energy Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27

Original SHEET NO. 26

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 25

RATES, TERMS AND CONDITIONS – SECTION I

STANDARD RATE – LIC – Large Industrial Customer

Applicable:

In all territory served by Big Rivers' transmission system.

Availability:

This schedule is available to any of Big Rivers' then existing Member Cooperatives for service to Large Industrial Customers served using dedicated delivery points. Retail service by a Member Cooperative to a Large Industrial Customer served using a dedicated delivery point shall be provided pursuant to the terms of a written retail service agreement which shall be subject to Big Rivers' approval.

Term:

This rate schedule shall take effect at 12:01 AM CPT on the effective date of this tariff.

Rates:

Rates Separate for Each Large Industrial Customer:

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer contract demand (if any) or metered demand, as applicable.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
TAKEN FROM
Kent A. Chandler
Acting Executive Director
[Signature]
PURS (1)
EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Transmission System Cooperative
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27
Original SHEET NO. 27
CANCELLING P.S.C. KY. No. 26
Original SHEET NO. 26

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

A Demand Charge of:
All kW of billing demand at \$10.7150 per kW. [R]

Plus,

An Energy Charge of:
All kWh per month at \$0.038050 per kWh. [I]

No separate transmission or ancillary services charges shall apply to these rates.

Charges:

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge by the higher of the maximum integrated metered thirty-minute non-coincident peak demand or the established contact demand, if any, plus an energy charge calculated by multiplying the energy charge by the metered consumption of kWh in that month.

The Following adjustment clauses and riders shall apply to service under this tariff.

- Voluntary Price Curtailable Service Rider
 - Renewable Resource Energy Service
 - Rebate Adjustment
 - Environmental Surcharge
 - Fuel Adjustment Clause
 - Member Rate Stability Mechanism
 - Unwind Surcredit
 - Non-Smelter Non-FAC PPA
 - Rural Economic Reserve Rider
- [T]

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: Billie J. Richert,
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199

KENTUCKY
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KENTUCKY
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EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director



EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Big Rivers Electric Corporation
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. _____ 27
Original SHEET NO. _____ 28
CANCELLING P.S.C. KY. No. _____ 26
Original SHEET NO. _____ 27

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director

EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Big Rivers Electric Corporation
(Name of Utility)

For All Territory Served By
Cooperative's Transmission System
P.S.C. KY. No. 27

Original SHEET NO. 29

CANCELLING P.S.C. KY. No. 26

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued) [T]

Bill Format [T]

Please see Section 4 – Definitions for certain terms used on this Bill Format. [T]

BIG RIVERS ELECTRIC CORPORATION		INVOICE		P. O. BOX 24 HENDERSON, KY 42419-0024		
TO: Member's Name		MONTH ENDING mm/dd/yy		ACCOUNT SERVICE FROM: mm/dd/yy THRU mm/dd/yy		
SUBSTATION	THRU	mm/dd/yy	mm/dd/yy	BILLED PEAK	mm/dd	mm/dd/yy time
USAGE	DEMAND	TIME	DAY	METER	MULT.	KW DEMAND
		00:00 A (or P)	mm/dd		1,000	00,000
POWER FACTOR		BASE	PEAK	AVERAGE	BILLED	
		00.00%	00.00%	00.00%	PEAK	
		PREVIOUS	PRESENT	DIFFERENCE	MULT.	KWH / USED
ENERGY		00000.000	00000.000	00000.000	1,000	00,000,000
ACTUAL DEMAND		0,000	KW times	\$00 000000	EQUALS	\$ 00,000 00
ADJUSTMENTS / REFUNDS		0,000	KW times	\$00 000000	EQUALS	00,000.00
					SUBTOTAL	\$ 00,000 00
ENERGY		0,000,000	KWh times	\$0.000000	EQUALS	\$ 00,000.00
ADJUSTMENTS / REFUNDS		0,000,000	KWh times	\$0.000000	EQUALS	00,000.00
					SUBTOTAL	\$ 00,000.00
					DEMAND AND ENERGY	\$ 00,000 00
FUEL ADJUSTMENT CLAUSE		0,000,000	KWh times	\$0.000000	EQUALS	\$ 00,000.00
NON-SMELTER NON-FAC PPA		0,000,000	KWh times	\$0.000000	EQUALS	00,000.00
					SUBTOTAL	\$ 00,000 00
ENVIRONMENTAL SURCHARGE		\$00,000.00	Times	0 00%	EQUALS	\$ 00,000 00
POWER FACTOR PENALTY		0,000	KW times	\$00 000000	EQUALS	00,000 00
UNWIND SURCREDIT		0,000,000	KWh times	\$0.000000	EQUALS	00,000 00

[T] ↓

DATE OF ISSUE May 15, 2014
DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
Vice President Accounting, Rates, and
Chief Financial Officer
Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
PUBLIC SERVICE COMMISSION
PUBLIC SERVICE COMMISSION
EXECUTIVE DIRECTOR
Kent A. Chandler
Acting Executive Director

PURSUANT TO 807 KAR 5:011 SECTION 8 (1)
EFFECTIVE
8/17/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Your Transmission From Cooperative
 (Name of Utility)

For All Territory Served By
 Cooperative's Transmission System
 P.S.C. KY. No. _____ 27

Original SHEET NO. 30

CANCELLING P.S.C. KY. No. _____ 26

Original SHEET NO. 28

RATES, TERMS AND CONDITIONS – SECTION 1

STANDARD RATE – LIC – Large Industrial Customer – (continued)

[T]

Bill Format (continued)

Please see Section 4 – Definitions for certain terms used on this Bill Format.

MRSM ADJUSTMENT					00,000 00
MRSM – BASE RATE CREDIT					00,000 00
MRSM – TRANSMISSION LARGE INDUSTRIAL ADJUSTMENT					00,000.00
MRSM – TRANSMISSION LARGE INDUSTRIAL BASE RATE CREDIT					00,000 00
RER – BUSINESS ADJUSTMENT					00,000.00
RER – BUSINESS BASE RATE CREDIT					00,000 00
CURTAILABLE SERVICE RIDER					00,000 00
RENEWABLE RESOURCE ENERGY	0,000,000	KWh times	\$0.000000	EQUALS	00,000 00
REBATE ADJUSTMENT					00,000 00
ADJUSTMENT	0,000,000	KWh times	\$0.000000	EQUALS	00,000 00
				SUBTOTAL	\$ 00,000 00
				TOTAL AMOUNT DUE	\$ 00,000 00

----- LOAD FACTOR -----	----- POWER FACTOR -----	
ACTUAL	BILLED	BASE
00.00%	00 00%	00 00%
		AVERAGE
		00 00%
		@ PEAK
		00 00%
		MILLS PER KWH
		00 00

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH

DATE OF ISSUE May 15, 2014
 DATE EFFECTIVE February 1, 2014

/s/ Billie J. Richert

ISSUED BY: **Billie J. Richert,**
 Vice President Accounting, Rates, and
 Chief Financial Officer
 Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420
*Issued by Authority of an Order of the Commission,
 dated April 25, 2014, in Case No. 2013-00199*

KENTUCKY
 PUBLIC SERVICE COMMISSION

KENTUCKY
 PUBLIC SERVICE COMMISSION

T. Kent Chandler
 Acting Executive Director

(Signature)

EFFECTIVE
8/17/2020
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)