

SPECIAL AGREEMENT FOR ELECTRIC SERVICE

FILED

BETWEEN

AUG - 9 1984

NOLIN RECC AND ELECTRONIC DATA SYSTEMS CORPORATION

PUBLIC SERVICE COMMISSION

AGREEMENT, made June 1, 1984, between NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION (herinafter called "Seller"), and ELECTRONIC DATA SYSTEMS CORPORATION (hereinafter called "Consumer"), with a data processing plant located in the environs of Elizabethtown, Kentucky.

The Seller shall make available, sell and deliver to the Consumer, and the Consumer shall purchase from Seller all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made a part hereof, up to 2,500 KVA of capacity, upon the following terms:

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE OCT 5 1984 PURSUANT TO 807 KAR 5:011, SECTION 9(1) BY: [Signature]

1. Service Characteristics

a. Service hereunder shall be alternating current, three (3) phase, four (4) wire, sixty (60) hertz at nominal standard 480 volts. The Seller shall intall or cause to be installed and prepare the facilities for the permanent service to be made available hereunder as soon as possible, but not later than June 1, 1984. Notwithstanding the foregoing description of the capacity of the service as 2,500 KVA, it is hereby understood and agreed that a 2,500 KVA transformer will be installed by the Seller at the request of the Consumer.

b. The Consumer shall not sell or resell electric power and energy purchased hereunder.

c. Power shall be used by the Consumer in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on Seller's system. The Seller may require the Consumer, at the Consumer's expense, to install such corrective measures as will

reasonably limit such fluctuations and disturbances. The Consumer shall at all times take and use power in such manner that the load at the point of delivery shall not cause an imbalance between phases of more than 10%. If the load is unbalanced more than 10%, the Seller reserves the right to require the Consumer, at the Consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the Seller may have hereunder, if the Consumer does not make such changes, the Seller may, in its determination of Billing Demand, assume that the load on each phase is equal to the greatest load on any phase.

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SECTION 9 (1)

2. Rates and Payment

BY: BJ Jones

a. The Consumer shall pay the Seller for services hereunder at the rates and upon the terms and conditions set forth in Electronic Data Systems Schedule, to be placed on file with the Public Service Commission of Kentucky. A copy of this schedule is attached to and made a part of this Agreement. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for, or use of, electric power and energy, the Consumer shall pay to the Seller not less than \$1200.00 per month.

In addition, the Consumer will pay the amount of any sales, use, franchise or utility taxes, or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder; Public Service Commission Assessments are inherent in the basic rates.

b. The initial billing period shall start when Consumer begins using electric power and energy or immediately after the Seller notifies the Consumer in writing that service is available hereunder, whichever should occur first. (This does not apply to Contractor's initial

installation and testing of equipment; this will be covered by rate schedule 4.)

c. Bills due hereunder shall be paid at the office of the Seller in Elizabethtown, State of Kentucky. Such payments shall be due on the 12th day of each month for services furnished or made available during the preceding month. If the consumer shall fail to make any such payment within 10 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 15 days written notice to the Consumer of its intention to do so, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement, including, without limitation, the obligations contained in Section 6.

d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder subject to Public Service Commission of Kentucky approval, provided however, that the kilowatt demand charge shall not be increased more than \$0.10 per KW above that charged by the wholesale power supplier. Such provisions apply for the duration of this agreement.

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3. Membership

PURSUANT TO 807 KAR 5:011,
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a. The Consumer shall become a member of the Seller, shall pay the organizational membership fee and be bound by such membership rules and regulations as may from time to time be adopted by the Seller.

b. The parties acknowledge that while the Seller is required by statute and by its by-laws to operate as a non-profit corporation, the Seller is required by statute and by its first mortgage to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations, but also

to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to that end. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the Seller be prevented from so doing by law or regulation or any authority or agency having jurisdiction in the premises, it shall compute the Consumer's capital credits by determining the costs and expenses assignable and allocable to the Consumer for its services hereunder and shall assign capital credits to the Consumer in accordance with the by-laws established for the Seller.

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BY: Boynes

4. Continuity of Service

Notwithstanding anything herein to the contrary, the Seller shall not be liable for damages to the Consumer occasioned by reductions, curtailments or interruptions of service or for failure to commence delivery as a result of "Force majeure". In the event that the Seller shall be rendered wholly or in part unable by force majeure to carry out its obligations hereunder, this Agreement shall not be terminated, but the obligations of the Seller, so far, but only so far, as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and the Seller shall remedy such inability with all reasonable dispatch.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakdown or failure of machinery, equipment or facilities, actions or orders of any governmental authority or Court, having jurisdiction in the premises and any other causes, whether of the kind

herein enumerated or otherwise, not within the reasonable control of the Seller and which by the exercise of reasonable diligence, the Seller is unable to prevent or overcome; such term likewise includes: (a) in those instances where the Seller is or the Seller's wholesale supplier required to obtain rights, easements, or permits to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller's wholesale supplier to acquire, or the delays in acquiring, at reasonable cost and after the exercise of reasonable diligence, such rights, easements or permits; (b) in those instances where the Seller or the Seller's wholesale supplier is required to obtain materials and supplies for the purpose of constructing or maintaining facilities to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller's wholesale supplier to acquire, or the delays in acquiring at reasonable cost and after the exercise of reasonable diligence, such materials and supplies; and (c) those instances where construction, change-over, inspection, repair or maintenance of the electrical facilities of the Seller are necessary in the judgment of the party performing the work. The settlement of strikes or labor disturbances involving the Seller or the Seller's wholesale supplier shall be entirely within the discretion of the Seller or the Seller's wholesale supplier and any requirement that force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the Seller or the Seller's wholesale supplier.

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of New Jersey
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BY: B. Jones

5. Right of Access

a. The Consumer, without cost to the Seller, shall convey to the Seller a suitable agreed upon site on the Consumer's premises for use as a transformer and metering facility. Such conveyance shall be in

fee simple for so long as the site is used by the Seller to furnish electrical power and energy to the Consumer. At such time as the site is no longer used by the Seller for such purposes, it shall revert to the Consumer in fee simple automatically, without the necessity of any action being taken or claim being made by the Consumer. It is agreed, however, that in the event of such reversion, Seller shall have thirty (30) days to remove any improvements erected by the Seller upon such site. The Consumer shall also provide the Seller with such easements for the 12,470 volt three (3) phase underground distribution line as are required to connect the service to be provided by Seller, and shall take reasonable steps to provide for the safekeeping of such equipment and facilities and to prevent the access thereto by unauthorized persons.

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

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BY: Boyer

6. Term

This Agreement shall become effective on the date first above written and shall remain in effect as provided herein until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other three (3) months' notice in writing; nevertheless, it is explicitly understood that the Consumer is liable under the conditions stated herein for a full five (5) years at a minimum of twelve hundred (\$1200.00) Dollars per month (over and above actual Kilowatt Demand and Kilowatt hours useage) in order that the Seller might recover its original investment required to construct the electrical lines to the Consumer. The Seller may terminate this Agreement prior to the expiration of the term hereof upon the

Consumer's failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the Consumer, and the Consumer shall pay to the Seller, in addition to any other amounts which may be due hereunder, monthly demand charges for a period of 12 months following such termination based on the Consumer's monthly demand during the 12 months preceding such termination calculated in accordance with the rate schedule or schedules as in effect during the 12-month period following such termination.

7. Succession and Approval

a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

b. This Agreement shall not be effective unless approved in writing by the Administrator of the Rural Electrification Administration.

8. Regulatory Jurisdiction

This Agreement is subject to the laws, rules and regulations pertaining to the jurisdiction of the Public Service Commission of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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9. Deposit

NO DEPOSIT REQUIRED.

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10. Captions

BY: B. Jones

The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

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

NOLIN RURAL ELECTRIC COOPERATIVE CORPORATION (SELLER)

BY: Robert C. Wade
President

ATTEST: Howard Rayland
Secretary

ELECTRONIC DATA SYSTEMS CORPORATION (Consumer)

BY: William J. Perkins
(Title of Officer)
VICE PRESIDENT

ATTEST: Thomas M. Petruska
~~Secretary~~ Thomas M. Petruska
Contract Administrator

If other than president, vice president, partner or owner, a power of attorney must accompany this Agreement.

PUBLIC SERVICE COMMISSION OF KENTUCKY, EFFECTIVE

OCT 7 1984

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

BY: [Signature]

STATE OF KENTUCKY

COUNTY OF HARDIN

I, Sue T. Kinder, a notary public, do hereby certify that on this 1st day of August, 1984, personally appeared before me Robert C. Wade and Howard Ragland, who being by me first duly sworn, declared that they are the President and Secretary, respectively, of Nolin RECC, that they signed the foregoing document as President and Secretary, respectively, of Nolin RECC, and that the statements therein contained are true.

Sue T. Kinder
~~PUBLIC~~ COMMISSION
NOTARY PUBLIC OF KENTUCKY
EFFECTIVE

My commission expires: 3-8-86

OCT 3 1984

COMMONWEALTH
~~STATE OF~~ VIRGINIA
COUNTY OF Fairfax

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [Signature]

I, Linda Green, a notary public, do hereby certify that on this 13th day of July, 1984, personally appeared before me William J. Skinner and Thomas M. Petruska, who being by me first duly sworn, declared that they are the Vice President and Contract Administrator respectively, of Electronic Data Systems Fed. Corp., that they signed the foregoing document as Vice President and Contract Administrator, respectively, of Electronic Data Systems Fed. Corp. and that the statements therein contained are true.

[Signature]
NOTARY PUBLIC

My commission expires: 11/30/86

Form for filing Rate Schedules

FOR - ELECTRONIC DATA SYSTEMS CORP.

P.S.C. NO. _____

SHEET NO. 1

CANCELLING P.S.C. NO. _____

NOLIN R.E.C.C.
612 East Dixie
Elizabethtown, Kentucky 42701
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE PER UNIT

APPLICABLE:

TYPE OF SERVICE: Three phase 60 hertz at 480/277 volts, as agreed to in the special five (5) year Agreement for Service.

RATES PER MONTH:

Demand Charge:

\$7.92 per kilowatt of billing demand per month

Energy Charge:

All KWH at \$0.0390 Net per KWH

MINIMUM CHARGE: The minimum monthly charge shall be as specified in the Agreement for Service. \$ 1200.00

DELINQUENT PENALTY CHARGE: A delinquent penalty charge of five (5%) percent shall be added to the monthly electric bills if not paid on or before the twelfth (12th) day of each month.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:011,
SECTION 8 (1)

BY: B. Jones

DATE OF ISSUE _____ DATE EFFECTIVE Electric Service

Rendered on or after June 1, 1984

ISSUED BY _____ TITLE _____
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. _____
N/A dated _____ N/A .