

**INDUSTRIAL POWER AGREEMENT
WITH INTERRUPTIBLE SERVICE**

THIS AGREEMENT, made and entered into this 28th day of November, 2022, by and between **EAST KENTUCKY POWER COOPERATIVE, INC.** (a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, KY 40391) (“EKPC”), **BLUE GRASS ENERGY COOPERATIVE, CORPORATION**, a Kentucky corporation with its principal offices at 1201 Lexington Road, Nicholasville, Kentucky 40356 (“Cooperative”); and **APPHARVEST BERE A FARM, LLC**, a Delaware Limited Liability Corporation with its principal offices at 500 Appalachian Way, Morehead, Kentucky 40351 (“Customer”).

WITNESSETH:

WHEREAS, EKPC is a Generation and Transmission Cooperative which supplies the wholesale energy requirements of 16 Member-owned Distribution Cooperatives located generally in Eastern and South Central Kentucky, including Cooperative; and

WHEREAS, Cooperative is a rural electric cooperative corporation providing retail electric service in Madison County, Kentucky, and

WHEREAS, Cooperative is a member of EKPC and purchases all of its wholesale electric power and energy requirements from EKPC pursuant to a Wholesale Power Contract dated October 1, 1964, and

WHEREAS, Customer has been, and is, a member of Cooperative and purchases, or desires to purchase, retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Berea facility located in Berea, Kentucky (hereinafter referred to as its “Plant”), and



WHEREAS, Customer's load profile is unique and merits a special contract setting forth terms and conditions which may vary from the filed rates of both EKPC and Cooperative; and

WHEREAS, EKPC fully integrated into the PJM Interconnection, LLC regional transmission system, on June 1, 2013;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained herein, the parties agree as follows:

1. **Term**. This Agreement shall become effective upon the approval of the Kentucky Public Service Commission ("Commission") (the "Effective Date"), subject to the provisions of Paragraph 27 below. This Agreement shall continue in effect for a term of five (5) year from said date and shall continue for additional one year terms thereafter; provided, however, that the Agreement may be cancelled after the initial five-year term by any party upon giving written notice of such termination at least sixty (60) days prior to the desired termination date.
2. **Rates and Charges**. For billing from EKPC to Cooperative during start-up and the first 12 months after the Customer completes planting of its first crop of produce ("First Planting") at Plant, EKPC will provide wholesale power and energy to Cooperative for Customer pursuant to the rates, charges, and provisions of EKPC's Rate E, Rate D – Interruptible Service, and as modified, replaced, or adjusted from time to time and approved by the Commission. Beginning the 1st month after First Planting, it is anticipated that the Customer will take service under the Cooperative's large industrial rate schedules. If that occurs, EKPC will provide wholesale power and energy to Cooperative for the Customer pursuant to the rates, charges, and provisions of EKPC's Rate B, where the billing demand shall be the contract demand plus any excess demand as defined in EKPC's


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Rate B, Rate D – Interruptible Service, and as modified, replaced, or adjusted from time to time and approved by the Commission. Customer’s first crop of produce was planted the week of September 5, 2022; therefore, First Planting constitutes the period ending on September 4, 2023.

For billing from Cooperative to Customer during First Planting, Cooperative will provide retail power and energy to the Customer pursuant to the rates, charges, and provisions of Cooperative’s Rate Schedule LP-2 Large Power, and the Interruptible Service as modified, replaced, or adjusted from time to time and approved by the Commission. Beginning the 1st month after First Planting, it is anticipated that the Cooperative will provide retail power and energy to Customer pursuant to the rates, charges, and provisions of the Cooperative’s Large Industrial Rate - Schedule B-1 or Large Industrial Rate - Schedule B-2, and the Interruptible Service Rider, as modified, replaced, or adjusted from time to time and approved by the Commission.

Customer’s Billing Demand from Cooperative during First Planting shall be as defined in Cooperative’s Rate Schedule LP-2 Large Power. If as anticipated the Customer starts taking service under the Cooperative’s large industrial rates beginning the 1st month after the First Planting, the billing demand shall be the Contract Demand plus any Excess Demand as defined in Cooperative’s Large Industrial Rate - Schedule B-1 or Large Industrial Rate – Schedule B-2. The Demand Credit for interruptible service will be applied to all Billing Demand above the Firm Load level to determine the effective Interruptible Demand rate.

Any additional demand billed as a result of the application of the power factor adjustment, as described in the applicable EKPC and Cooperative ~~Rate Schedule LP-2 Large Power~~ will be

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eligible for the interruptible Demand Credit and shall be billed at the appropriate demand rate as provided in the applicable tariff.

Beginning the 1st month after the First Planting, Customer may choose any existing tariff of Cooperative that is consistent with this Agreement and for which the Customer qualifies. Such change will require two (2) months' advance written notice to Cooperative. Customer agrees that if it chooses to change to an existing tariff it will remain on that tariff for at least one year. The Cooperative and Customer may mutually agree to rate changes at any time, subject to any necessary approval of the Commission.

At any time during the term of this Agreement, Customer may switch to an Agri-Tech Tariff, if such tariff becomes available and the Customer qualifies for service under such tariff, by giving Cooperative two (2) months' advance written notice.

3. **Availability of Power.** Except as otherwise provided in this Agreement, Cooperative shall make available to Customer, and Customer shall take and purchase from Cooperative, all of Customer's requirements for electric power and energy and related services for the operation of Customer's Plant. The Point of Delivery for power and energy made available hereunder shall be the point at which Customer's Plant facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately sixty (60) hertz and at a nominal voltage of 7.2 kV at the metering point. Regulation of voltage shall be within such limits as prescribed by the applicable rules and regulations of the Commission. Maintenance by Cooperative at Point of Delivery of the above-described frequency and voltage within the above stated limits shall constitute availability of power for the purpose of this Agreement. The power and energy taken by Customer hereunder, shall be measured by a meter and

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associated metering equipment to be, or cause to be, installed, operated and maintained by Cooperative or EKPC at its own respective costs. None of such electric power and energy shall be resold or delivered by Customer to third parties. Beginning the 1st month after First Planting, it is anticipated that the Customer will take service under the Cooperative's large industrial rate schedules. If that occurs, EKPC, the Cooperative, and the Customer agree that the Customer's expected load and unique energy profile warrants a two-level "Contract Demand." After a 12-month energy and load profile is created by Customer's operations, using the first 12 month of this Agreement, EKPC, Cooperative and Customer will collectively determine which months shall be considered "Winter Months" and which months shall be considered "Summer Months." If no agreement can be reached, Winter Months shall be October – March and Summer Months shall be April – September. Additionally, after the 12-month energy and load profile is created by Customer's operations, if Customer begins taking service under the Cooperative's large industrial rate schedules, Customer will determine its Contract Demand for both the Winter Months and Summer Months periods and will establish via written notification to Cooperative and EKPC the Winter Months and Summer Months Contract Demand levels. Beginning the 1st month after First Planting, the Contract Demand for service under this Agreement for the Winter Months may be different from the Summer Months. In all months, the monthly energy usage shall be equal to or greater than 425 hours per kW of Contract Demand each month when the Customer is subject to the Large Industrial Rate - Schedule B-1 or Large Industrial Power B-2 tariff. Customer shall have the right to increase or decrease said levels of Contract Demand by giving written notice thirty (30) days prior to the date of the desired change, except that Contract Demand shall not be reduced below 4,000 kW with the

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Customer is subject to the Large Industrial Power B-2 tariff or below 1,000 kW when the Customer is subject to the Large Industrial Power B-1 tariff. Due to the nature of the Customer's load profile, Cooperative agrees to allow contract demand to exceed the 3,999 kW demand limit as stated in Cooperative's Large Industrial Rate Schedule B-1 tariff. The power and energy made available to Customer hereunder shall be delivered, taken, and paid for subject to the provisions of Paragraph 2 of this Agreement and Cooperative's Rate Schedule LP-2 Large Power and Large Industrial Power B-2, or Large Industrial Power B-1, when applicable, the Interruptible Service Rider, applicable to demands in excess of the Firm Load, as approved by the Commission, and as modified from time to time by appropriate authority, copies of which are attached hereto and made a part hereof. Customer shall comply with all requirements of such tariffs relating to eligibility for interruptible rates. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

Furthermore, upon thirty (30) days prior written notice to Cooperative, Customer may elect to take power from Cooperative under Cooperative's Renewable Energy Program Rider, Option C, or take part or all of its power under Cooperative's Rate, Schedule CS (Community Solar Power Generation), Schedule C, if available.

4. **Interruptible Service.** In accordance with Cooperative's Rate Schedule LP-2 Large Power and Large Industrial Power B-2 or Large Industrial Power B-1, when applicable, and Interruptible Service Rider, service to Customer may be interrupted by approved communication medium from EKPC's Market Operations Center (MOC). During start-up and First Planting, Customer chooses 4,000 kW of Firm Load for all months. The 12-month energy and load profile is created by Customer's operations. Customer will




determine its Firm Load for both the Winter Months and Summer Months periods, and will establish via written notification to Cooperative and EKPC the Winter Months and Summer Months Firm Load levels. The load above the Firm Load level will be the Interruptible Demand. Interruptible Demand shall not be less than 250 kW and not exceed 20,000 kW.

The Customer shall have the right to request one change in the Firm Loads during a 12-month period, beginning with the 1st month following the First Planting. Changes in the Firm Loads will become effective on June 1st of a given year. A request for a change in the Firm Loads shall be made by giving written notice to the Cooperative and EKPC no later than December 31st of the prior to the year the change is to be effective. The Cooperative and EKPC will review the request, and if agreed, shall provide the Customer with a written acceptance of the requested change in Firm Loads.

- a. **EKPC Economic Interruptions.** EKPC may interrupt Customer to avoid purchasing energy from the PJM Market (an "Economic Interruption"). EKPC shall notify Customer that it is calling for an interruption and the notice shall be defined as an Economic Interruption and include the number of hours of such interruption. EKPC will endeavor to provide as much advance notice of interruptions as practicable, but the Customer will have thirty (30) minutes to reduce its electric power load to the Firm Load level once notice is sent by EKPC to Customer. Customer shall have the opportunity to buy-through any Economic Interruption and will pay for such buy-through energy. The rate for buy-through energy shall be EKPC's out-of-pocket cost at the PJM EKPC Zone during the interruption hours, plus Cooperative's distribution charge. The Kentucky buy-through energy billed by the Cooperative to the Customer will be the same as the buy-through energy billed by the Cooperative to the Customer.

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consumed by the Customer above the Firm Load each hour of the Economic Interruption. Interruptible buy-through energy shall not include the base energy charge, a fuel adjustment charge or environmental surcharge.


EKPC may offer Customer the ability to secure buy-through energy utilizing a day-ahead pricing option. When offered, Customer will be provided day-ahead information and must follow the instructions given in order to participate. Any difference between the purchased day-ahead energy and the Customer's consumption during the interruption above the Firm Load will be balanced at the EKPC zone hourly Locational Marginal Price ("LMP") rate during the interruption. All metered energy above Firm Load during the day-ahead interruption will have the Cooperative distribution charge applied.

- b. **EKPC Reliability Interruption.** EKPC has the right to call upon a mandatory load-reducing interruption of Customer's Interruptible Demand (a "Reliability Interruption") to participate in the PJM Capacity Market. EKPC shall notify Customer that it is calling for an interruption and the notice shall be defined as a Reliability Interruption. Customer must interrupt its Interruptible Demand, and the buy-through energy provisions related to an Economic Interruption are not available for Reliability Interruptions. For Reliability Interruptions, the terms and conditions of PJM's Capacity Program then in place shall apply. The Customer will have thirty (30) minutes to reduce its load to the Firm Load level once notice is sent by EKPC to Customer.

Once per PJM delivery year (June-May) PJM requires Customer to prove its ability to interrupt load by having Customer reduce the load to or below the Firm

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Load. The Customer must interrupt load as a result of this requirement for a period of time not less than PJM's Capacity Performance market requirements.

- c. **Interruption Hours and Notice.** Customer is contracting for interruptible service for all demand over the Firm Load as set forth above, with a total annual interruption of up to 400 hours. The sum of Economic Interruptions and Reliability Interruptions shall not exceed 400 hours on an annual basis. The annual period shall start on June 1 and end on May 31 of the following year. However, during the initial term of this Agreement, the annual period shall begin with the Effective Date of the Agreement and end on May 31 of the following year. The total interruptible hours during the initial term shall be pro-rated based on actual start date but shall not exceed 233 hours. Interruptions may occur between 6:00 a.m. to 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. to 10:00 p.m. EPT during the months of May through October. No interruption shall last more than twelve (12) hours.

Notification of an interruption will be provided by EKPC to the Customer by phone call or email from EKPC's MOC to the Customer. The Customer will provide EKPC with Point of Contact ("POC") information for the communication of the notice of interruption and be responsible for keeping the POC information current. The Customer's POC to provide the communication of the notice of interruption is as follows:

Primary POC	Position	Head Grower, Berea
	Address	AppHarvest Berea Farm, LLC 100 Farristown Dr. Berea, Kentucky 40403

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	Phone	(606) 548-9247
	Email	Ramon.Melon@appharvest.com
	Text	(606) 548-9247
Secondary POC	Position	Assistant Grower, Berea
	Address	AppHarvest Berea Farm, LLC 100 Farristown Dr. Berea, Kentucky, 40403
	Phone	(606) 548-9361
	Email	kaleb.barker@appharvest.com
	Text	(606) 548-9361

EKPC's POC is the MOC system operator on duty at the time of communication. The phone number for EKPC's POC is (859) 745-9210, and email is generation.operations@ekpc.coop.

5. **Responsibilities of Customer.** It is the responsibility of Customer to be sure its phone is working and that someone is available 24 hours per day, 365 days per year to promptly respond to the EKPC communication. Customer shall acknowledge to EKPC that they received notice of a Reliability Interruption by either following the instructions in the communication message or directly contacting the EKPC MOC via phone or email prior to the start of the event. If Customer does not acknowledge the notice of a Reliability Interruption from EKPC for whatever reason, Customer will be considered as failing to interrupt and the failure to interrupt provisions of the Cooperative's Rate Schedule LP-2

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Large Power and Large Industrial Rate - Schedule B-1 or Large Industrial Power B-2, when applicable, and Interruptible Service Rider will be invoked.

Neither Cooperative nor EKPC shall be obligated to provide, or be responsible for providing, protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits, or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as is reasonably necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC. Any back-up generator installed by Customer may only be used during periods of loss of service from Cooperative, to power minimum required equipment during a Reliability Interruption, or to power minimum required equipment during a PJM performance test as noted in Paragraph 4(b). Running of back-up generators for demand peak shaving is prohibited.


6. **Continuing Jurisdiction of the Commission.** The rates, terms and conditions of this Agreement for electric service shall be subject to modification or change by Order of the Commission, during the initial term and thereafter. The rates provided hereinabove shall be adjusted to reflect any Commission approved changes in applicable tariff rates, including any FAC, Environmental Surcharge or changes in the base rates approved for EKPC and/or Cooperative on or after the Effective Date of this Agreement.

7. **Voltage Fluctuations.** Customer and Cooperative shall cooperate to see that Customer's load is operated in accordance with prudent utility practices, as defined in Paragraph 11 below. Customer agrees to operate its Plant and facilities to reduce voltage conditions or harmonic distortions. EKPC may install special meters to capture load and harmonics.

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Cooperative will notify Customer if its operations cause voltage fluctuations or harmonic distortions that result in interference with Cooperative's supply of service to other customers, and will attempt to identify and help Customer correct such problems. Any substantial deviation from prudent utility practices that would cause additional voltage fluctuations or harmonic distortions requires approval from Cooperative. If Customer fails to install and/or to operate the necessary facilities on its premises to correct the voltage fluctuations or harmonic distortions of its load based on applicable industry and IEEE standards, or to prevent such voltage fluctuations or harmonic distortions from interfering with Cooperative's supply of services to other customers, Cooperative shall have the right to deny service to Customer. Any voltage fluctuations or harmonic distortions shall be corrected within twenty-four (24) hours after written notice from Cooperative to Customer stating the voltage fluctuation or harmonic distortion problems.


8. **Right of Access.** The duly authorized agents and employees of EKPC and/or Cooperative shall have free access at all reasonable hours to the premises of Customer for the purpose of installing, repairing, inspecting, testing, operating, maintaining, renewing or exchanging any or all of their equipment which may be located on the premises of Customer for reading or testing meters, or for performing any other work incident to the performance of this Agreement. Customer shall not unreasonably withhold access from Cooperative and/or EKPC to access equipment or machinery owned by Cooperative or EKPC. The parties agree to take reasonable steps to protect the property of each other party located on its premises, and to permit no one to inspect or tamper with the wiring and apparatus of the other party except such other party's agents or employees, or persons authorized by law. It is agreed, however, that no party assumes the duty of inspecting the wiring or apparatus

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of any other party and shall not be responsible therefor. The employees, agents, and representatives of EKPC and Cooperative that access the Customer's facilities shall abide by all applicable safety, health and similar rules and requirements provided by the Customer.

9. **Substation Facilities.** Upon request, Customer, without cost to Cooperative or EKPC, shall convey to Cooperative or to EKPC, as appropriate, a suitably agreed upon site on Customer's premises for use as a substation facility. Such conveyance shall be by fee simple with General Warranty or by Substation Easement for so long as the site is used by Cooperative to furnish electrical power and energy to Customer or any successor. At such time as the site is no longer used by Cooperative for such purposes, it shall revert to Customer automatically or by deed, without the necessity of any action being taken or claim being made by Customer. It is agreed, however, that in the event of such reversion, Cooperative, EKPC or any successor in interest to them shall have ninety (90) days to remove any improvements erected by any of them upon such site. Customer shall also provide Cooperative and, as appropriate, EKPC, with necessary easements needed on Customer's property for any transmission or distribution lines as may be required to connect the service to be provided by Cooperative hereunder, and shall take reasonable steps to provide for the safekeeping of such equipment and facilities and to prevent the access thereto by unauthorized persons.

10. **Right of Removal.** Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto 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


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manner of annexation or attachment of real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time upon notice and approval of the other party remove all of such equipment, apparatus, devices, or facilities, unless otherwise agreed by the parties at the time of such termination. As a part of any such removal, the owner shall perform restoration as required for any damage, including but not limited to environmental damage, caused by said removal and/or such equipment, apparatus, devices, or facilities.

11. **Prudent Utility Practice.** Each party shall design, construct and operate its facilities in accordance with prudent electric utility practice in conformity with generally accepted standards for electric utilities in the Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electric Safety Code.
12. **Maintenance of Equipment.** Each party agrees that it will at all times maintain its lines, equipment and other facilities up to the Delivery Points in a safe operating condition in conformity with generally accepted standards for electric utilities in the Commonwealth of Kentucky, including, but not limited to, the applicable edition of the National Electrical Safety Code and applicable IEEE standards.
13. **Billing and Payment.**
 - a. **Regular Monthly Billing.** EKPC shall invoice the Cooperative for all energy, capacity or other service delivered to the Cooperative in accordance with EKPC's tariffs. Cooperative will bill Customer each month for the cost of electric power and energy delivered to Customer during the preceding month. This bill will clearly

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state the amount due, the corresponding due date and sufficient information to demonstrate the manner in which the charges were calculated.

b. **Due Date.** Payment for electric power and energy furnished hereunder, including any amounts payable for replacement power or options pursuant to Paragraph 4 hereinabove, shall be due and payable at the office of Cooperative monthly in accordance with the applicable provisions of Cooperative's Rate Schedule LP-2 Large Power and Large Industrial Rate - Schedule B-1 or Large Industrial Power B-2 or other applicable rates, and the Interruptible Service Rider. If Customer shall fail to pay any such bill as provided in said tariffs, Cooperative may discontinue delivery of electric power and energy hereunder ten (10) days following written notice to Customer of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided in the attached Rate Schedules. All amounts unpaid when due may be subject to a charge for late payment, as provided in the applicable Rate Schedules.

c. **Failure to Take Delivery.** If Customer fails to accept all or part of the energy acquired or generated by EKPC or Cooperative when such purchases are made in performance of their respective obligations under this Agreement, and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the energy is actually sold by EKPC or Cooperative from the

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buyer from the price set forth herein. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and the efforts made by EKPC and/or Cooperative to market energy at the best market price attainable.

d. **Security/Deposit.** Notwithstanding any provisions of Cooperative's tariffs to the contrary, Customer agrees to provide a form and amount of bill payment security acceptable to Cooperative, and payable to Cooperative, for the duration of the Agreement. The amount of payment security may be changed annually at the request of Cooperative or Customer to match any changes in load by Customer. Such payment security shall be equal to two times the amount of Customer's highest monthly bill. Payment security will be held by the Cooperative until the Customer no longer requires service from the Cooperative. The initial payment security amount shall be estimated based upon Customer's projected usage. The payment security shall be delivered to Cooperative within ten (10) business days of the execution of this Agreement. Cooperative may keep the portion of the deposit needed to satisfy Customer's final invoice after disconnection in the event of non-payment or delayed payment by Customer in accordance with the conditions set forth in subsections (a) and (b) above. In the event that this Agreement is not approved by the Commission, Cooperative shall refund any amounts paid as a deposit to Customer within ten (10) business days.

e. **Minimum Bill.** The minimum bill will be \$61,430.35 on Rate Schedule LP-2 Large Power or equal the minimum bill as defined in the Cooperative's Large Industrial Rate - Schedule B-1 or Rate Large Industrial Power B-2, or any other

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Commission-approved Cooperative tariff under which Customer takes service, as applicable, plus the cost of any applicable capacity purchases and other customer specific costs, as described previously in this Agreement. The Cooperative's fuel adjustment clause and environmental surcharge, as established in the Cooperative's tariffs, as well as any future Commission approved bill requirements, shall be added to any minimum bill. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay for all services provided to Customer, prior to discontinuance and to continue to pay minimum monthly charge.

14. **Meter Testing and Billing Adjustment.** EKPC or Customer shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at intervals of twenty-four (24) months. EKPC or Customer shall also make, or cause to be made, special meter tests at any time during normal business hours at Customer's request. The costs of all tests shall be borne or provided for by Cooperative, provided, however, that if any special meter test made by Customer's request shall disclose that the meters are recording accurately Customer shall reimburse Cooperative for the cost of such test. Meters registering not more than two (2) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate (as defined above) shall be corrected for the period during which meter error is known to have existed, or if not known, for one-half the elapsed time since the last such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the parties shall agree as to the amount of kW Demand and energy furnished during such period based on available data. Such estimates shall be based on Customer's operating records for the period in question, historical load records

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and other pertinent data and records, and Cooperative shall render a bill to Customer therefore. Meter calibration records will be provided by the Cooperative upon request from the Customer.


15. **Membership/Capital Credits.** Cooperative is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost-of-service in the same manner as any comparable customer as authorized by Kentucky law, and by Cooperative's Articles of Incorporation and Bylaws; provided, however, Cooperative's Board of Directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to Cooperative by EKPC until EKPC shall have retired such capital credited to Cooperative. Customer shall participate in capital credits of Cooperative in accordance with Kentucky law and Cooperative's Articles of Incorporation and Bylaws.

16. **Events of Default.** An "Event of Default" shall mean, with respect to a party (a "Defaulting Party"), the occurrence of any of the following:

- a. the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;
- b. any representation or warranty made by such party herein is false or misleading in any material respect when made or when deemed made or repeated and written notice is given to that party by another party;
- c. the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such party's obligations to receive energy, the exclusive remedy for which is provided in Paragraph 13.c. above) if such failure is either not remedied within

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twenty (20) business days after written notice or reasonable steps have not been taken, and continue to be taken, to remedy such failure as soon as practical;

- d. such party becomes bankrupt; or
- e. such party consolidates or amalgamates with, or merges with or into, or assigns or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger, assignment, or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party. Notwithstanding this provision, the parties agree that Customer shall not be in default if it is merged or consolidated with or acquired by an entity or entities in which control or majority interest remains in an affiliate, parent, or subsidiary of Customer.

17. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing and notice has been given in accordance with Paragraph 22 and any cure period(s) required in this Agreement have run, any other party (the "Non-Defaulting Party") shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than ten (10) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement's Initial

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Term, or any subsequent term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the party that owes it within twenty (20) business days after such notice is effective. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within twenty (20) business days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute and the Defaulting Party's proffered calculation of the Termination Payment; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

18. **Disputes and Adjustments of Bills.** A party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the invoice shall be required to be made when due, with notice of the objection given to the other parties. Any invoice dispute or invoice adjustment shall be in writing and shall be the basis for the dispute or adjustment. Inadvertent overpayments shall be returned upon




request or deducted by the party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other parties are notified in accordance with this paragraph within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

19. **Resolution of Disputes.** Any dispute or need of interpretation between the parties involving or arising under this Agreement first shall be referred for resolution to a senior representative of each party. Upon receipt of a notice describing the dispute and designating the notifying party's senior representative and that the dispute is to be resolved by the parties' senior representatives under this Agreement, the other parties shall promptly designate its senior representatives to the notifying party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying party's notice was received by the other parties, or within such other period as the parties may jointly agree, the parties may pursue any remedies available at law or in equity to enforce its rights provided in the Agreement. During this resolution process, EKPC and Cooperative shall continue to supply energy as requested by Customer and Customer shall continue to accept requested energy, except as set forth in Paragraph 13.b. above. Notwithstanding any inconsistent provision herein, any party may be entitled to injunctive or other equitable relief without resort to the settlement or resolution procedures set forth herein.



20. **Representations and Warranties.** Each party represents and warrants to the other parties that:

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and that it is authorized to do business within the Commonwealth of Kentucky;
- b. it has all legal and regulatory authorizations necessary for it to legally perform its obligations under this Agreement or is diligently pursuing them;
- c. the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, except as set forth herein;
- d. this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;
- e. it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- f. there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- g. no Event of Default or potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

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Linda C. Bridwell
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- h. it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- i. it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all power and energy referred to herein; and
- j. the material economic terms of this Agreement were and are subject to individual negotiation by the parties.

21. **Limitation of Liability. EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE POWER AND ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING, TRANSMITTING OR DISTRIBUTING SAME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE**

KENTUCKY PUBLIC SERVICE COMMISSION
AND EXCLUSIVE Executive Director

EFFECTIVE 2/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EKPC OR THE COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES.

22. Notices. Any written notice, demand, or request required or authorized under this Agreement, except for notices of an interruption which shall be given as set forth in Paragraph 4 herein, shall be deemed properly given to or served on Cooperative and EKPC if mailed to:

Blue Grass Energy Cooperative, Corporation
Attn: Key Accounts Manager
1201 Lexington Road
Nicholasville, Kentucky 40356

and

East Kentucky Power Cooperative, Inc.
Attn: Senior Vice President of Power Supply
4775 Lexington Road
P. O. Box 707
Winchester, KY 40392-0707

Any such notice, demand, or request shall be deemed properly given or served on Customer if mailed to:

AppHarvest Operations, Inc.
Attn: Chief Legal Officer
500 Appalachian Way
Morehead, Kentucky 40351


Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.



23. **Responsibility for Damages or Loss.** The electric power and energy supplied under this Agreement is supplied upon the express condition that after it passes the Point of Delivery it becomes the responsibility of Customer. Neither Cooperative nor EKPC shall be liable for loss or damage to any person or property whatsoever, and Customer agrees to indemnify and hold EKPC and/or Cooperative harmless for damages suffered by any individual or business entity resulting directly or indirectly from the use, misuse or presence of the said electric power and energy on Customer's premises, or elsewhere, after it passes the Point of Delivery, except where such loss or damage shall be shown to have been occasioned by the gross negligence of EKPC or Cooperative, their agents or employees.
24. **Continuity of Service.** Cooperative shall use reasonable diligence required of a public utility in Kentucky to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail, neither EKPC nor Cooperative shall be liable therefor or for damages caused thereby.
25. **Successors in Interest - Assignment.** The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. No party to this Agreement may assign its rights hereunder without the consent of the other, which shall not be unreasonably withheld; except that Cooperative or EKPC may assign this Agreement to the Rural Utilities Service ("RUS") and/or any other lenders to Cooperative or EKPC without such consent.
26. **Force Majeure.** The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which prevents the affected party from fulfilling such obligations. It is agreed that the affected party gives notice to the other party of the reasons for its inability to perform

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PUBLIC SERVICE COMMISSION

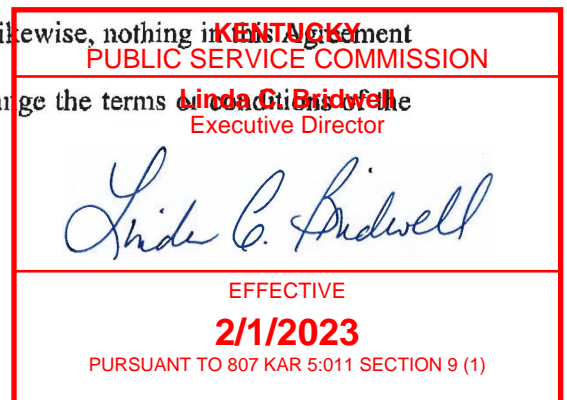
Linda C. Bidwell
Executive Director



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within a reasonable time from such occurrence, is diligently seeking to cure said force majeure, and gives notice to the other party within a reasonable time of such cure. As used in this Section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of public enemy; riots; storms; floods; civil disturbances; explosions; failures of machinery or equipment; unavoidable disruptions in power deliveries from EKPC; or actions of federal, state, or local governmental authorities, which are not reasonably within the control of the party claiming relief. Notwithstanding the above provisions, no event of force majeure shall relieve Customer of the obligation to pay the minimum monthly charge provided herein or in the attached rate schedules.

27. **Approvals.** The rates and charges for electrical service established hereunder are subject to approval by the Commission pursuant to Kentucky Revised Statutes Chapter 278, and any necessary approvals by the RUS and the National Rural Utilities Cooperative Finance Corporation. The parties covenant to use their best efforts to forthwith seek and support such approvals for this Agreement by filing such papers, presenting such testimony and taking such other action as may be necessary or appropriate to secure the same. If such approval shall not be received from the Commission on or before April 30th, 2023, any party may void this Agreement without further liability, except to the extent any liability has already accrued.
28. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer's receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Customer. Likewise, nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms of the Agreement.



Cooperative's receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative.

29. **Modifications.** Any future revisions or modifications of this Agreement shall require the unanimous written approval of Cooperative and Customer, and any necessary approvals by RUS, any other lenders to Cooperative, and the Commission.

30. **Miscellaneous.**

a. **Headings of Articles.** Headings of articles of this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.

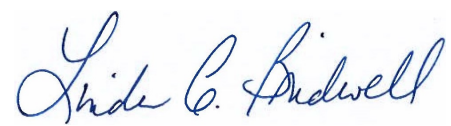
b. **Severability.** Except where expressly stated otherwise the duties, obligations and liabilities of the parties are intended to be several and not joint or collective.

c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, notwithstanding any principles of choice of law.

d. **Venue.** Any actions or claims arising from or relating to this Agreement shall be instituted in the Circuit Court of Jessamine County, Kentucky and each party hereto expressly acknowledges that such forum is convenient and acceptable.

e. **Waiver of Trial by Jury.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES KENTUCKY PUBLIC SERVICE COMMISSION RESPECT OF ANY SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY

Linda C. Bidwell
Executive Director



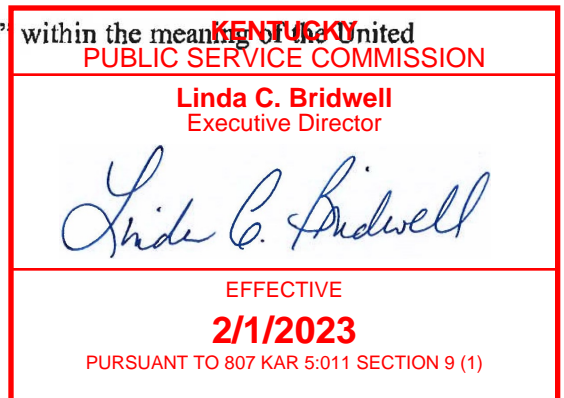
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2/1/2023

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

LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

- f. **Waivers.** Any waiver at any time by a party of its rights with respect to a default or with respect to any other matters arising on connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.
- g. **Prior Agreements.** The parties hereby acknowledge that this Agreement contains the entire agreement among the parties and supersedes all prior agreements and understandings related to the subject matter hereof.
- h. **No Agency.** In performing their respective obligations hereunder, no party is acting, or is authorized to act, as agent of any other party.
- i. **Forward Contract.** The parties acknowledge and agree that all sales of renewable power hereunder constitute "forward contracts" within the meaning of the United States Bankruptcy Code.



- j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 2/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

APPHARVEST BERE A FARM, LLC




SIGNATURE
TITLE Chief Financial Officer

BY Loren Eggleton
PRINTED NAME

ATTEST:

EAST KENTUCKY POWER COOPERATIVE, INC.



SIGNATURE
TITLE Pres./CEO 9/30/2022

BY Anthony S. Campbell
PRINTED NAME

ATTEST:

BLUE GRASS ENERGY COOPERATIVE, CORPORATION



SIGNATURE
TITLE

BY Michael I. Williams
PRINTED NAME



ATTACHMENT
REFERENCED TARIFF SCHEDULES

EKPC Rate E

EKPC Rate B

EKPC Rate D – Interruptible Service

Blue Grass Energy – LP-2 Large Power (over 500)

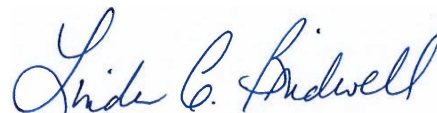
Blue Grass Energy – Large Industrial Rate – Schedule B-1

Blue Grass Energy – Large Industrial Rate – Schedule B-2

Blue Grass Energy – Interruptible Service

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Executive Director



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Rate E

Applicability

In all territories of owner-member of EKPC.

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Availability

Available to all owner-members of EKPC for all power usage at the load center not subject to the provisions of Rate B, Rate C, or Rate G of this tariff and special contract participants. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

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Monthly Rate - Per Load Center

An owner-member may select either Option 1 or Option 2 of this section of the tariff to apply to all load centers. The owner-member must remain on a selected option for at least one (1) year and may change options, no more often than every twelve (12) months, after giving a minimum notice of two (2) months advance notice of an election to change options.

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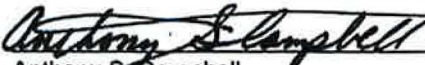
	<u>Option 1</u>	<u>Option 2</u>	
Demand Charge per kW of Billing Demand	\$8.49	\$6.52	I
Energy Charge per kWh			
On-Peak kWh	\$.042591	\$.051399	I
Off-Peak kWh	\$.042013	\$.042674	I

On-peak and off-peak hours are provided below:

<u>Months</u>	<u>On-Peak Hours - EPT</u>	<u>Off-Peak Hours – EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.	12:00 noon to 5:00 p.m. 10:00 p.m. to 7:00 a.m.
May through September	10:00 a.m. to 10:00 p.m.	10:00 p.m. to 10:00 a.m.

DATE OF ISSUE: April 1, 2021

DATE EFFECTIVE: Service rendered on and after October 1, 2021

ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

KENTUCKY
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Linda C. Bridwell
Executive Director



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12/1/2023

PURSUANT TO 807 KAR 5:014 SECTION 9(1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00103 dated September 30, 2021.

Rate E (continued)

Billing Demand

The billing demand is based on EKPC's system peak demand (coincident peak) which is the highest average rate at which energy is used during any fifteen (15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

T

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Billing demand applicable to this rate is equal to the load center's contribution to EKPC's system peak demand minus the actual demands of Rate B, Rate C, Rate G, and special contract participants coincident with EKPC's system peak demand.

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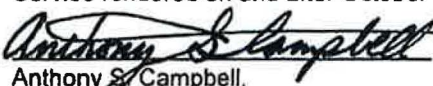
Billing Energy

Billing energy applicable to this rate is equal to the total energy provided at the load center minus the actual energy provided to Rate B, Rate C, Rate G, and special contract participants.

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DATE OF ISSUE: April 1, 2021

DATE EFFECTIVE: Service rendered on and after October 1, 2021

ISSUED BY: 
Anthony S. Campbell,
President and Chief Executive Officer

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Executive Director



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12/1/2023

PURSUANT TO 2007 KAR 500.11 SECTION 09(1)

Rate B

Applicability

In all territories of owner-member cooperatives ("owner-members") of East Kentucky Power Cooperative, Inc. ("EKPC").

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Availability

Available to owner-members and end-use retail members ("retail members") willing to execute EKPC-approved contracts for demands of 500 kW or greater and a monthly minimum energy usage equal to or greater than 400 hours per kW of contract demand. Wholesale monthly contract demand shall be agreed between the owner-member and EKPC. The electric power and energy furnished hereunder shall be separately metered for each point of delivery.

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Monthly Rate

Demand Charge per kW of Contract Demand	\$7.49	T I
Demand Charge per kW of Billing Demand in Excess of Contract Demand	\$9.98	T
Energy Charge per kWh	\$.039884	I

Billing Demand

The billing demand shall be the contract demand plus any excess demand. Excess demand occurs when the retail member's highest demand during the current month, coincident with EKPC's system peak (coincident peak), exceeds the contract demand. EKPC's system peak demand is the highest average rate at which energy is used during any fifteen(15)-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

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<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) and (b) below:

- a. The product of the contract demand multiplied by the demand charge, plus
- b. The product of the contract demand multiplied by 400 hours and the energy charge per kWh minus the fuel base per kWh as established in the Fuel Adjustment Clause

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DATE OF ISSUE: April 1, 2021

DATE EFFECTIVE: Service rendered on and after October 1, 2021

ISSUED BY: *Anthony S. Campbell*
Anthony S. Campbell,
President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00103 dated September 30, 2021.

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12/11/2023
PURSUANT TO 807 KAR 5:011 SECTION 8 (1)

Rate D
Interruptible Service

Standard Rider

This Interruptible Rate is a rider to Rates B, C, E, and G.

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Applicability

In all territories of owner-members of EKPC.

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Availability

This rate shall be made available at any load center, to any owner-member where a retail member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the twelve (12)-month period ended May 31.

T

Monthly Rate

A monthly interruptible demand credit per kW is based on the following matrix:

T

<u>Notice Minutes</u>	<u>Annual Hours of Interruption</u>		
	<u>200</u>	<u>300</u>	<u>400</u>
30	\$4.20	\$4.90	\$5.60

Definitions

The billing demand shall be determined as defined in Rates B, C, E, or G, as applicable.

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The firm demand shall be the retail member's minimum level of demand needed to continue operations during an interruption. The firm demand shall not be subject to interruption and shall be specified in the contract.

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The interruptible demand shall be equal to the amount by which the monthly billing demand exceeds the firm demand, up to 20,000 kW maximum.

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DATE OF ISSUE: April 1, 2021
 DATE EFFECTIVE: Service rendered on and after October 1, 2021
 ISSUED BY: *Anthony S. Campbell*
 Anthony S. Campbell,
 President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00103 dated September 30, 2021.

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Linda C. Bridwell
Executive Director

Linda C. Bridwell

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PURSUANT TO 807 KAR 5.011 SECTION 9(1)

Rate D (continued)

Conditions of Service for Customer Contract

1. The retail member will, upon notification by EKPC, reduce the load being supplied by the owner-member to the firm demand specified by the contract.
2. EKPC will endeavor to provide the retail member as much advance notice as possible of the interruption of service. However, the retail member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the owner-member's "General Rules and Regulations" or "Terms and Conditions" except as set out herein and/or provisions agreed to by written contract.
4. No responsibility of any kind shall attach to EKPC and/or the owner-member for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The retail member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the retail member's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least sixty (60)-days previous written notice. EKPC may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.

T

Calculation of Monthly Bill

The monthly bill is calculated as follows:

- A. The demand and energy charges of the bill shall be calculated consistent with the applicable provisions of Rates B, C, E or G.
- B. The interruptible demand credit shall be determined by multiplying the interruptible demand for the billing month by the monthly demand credit per kW and applied to the bill calculation.
- C. All other applicable bill riders, including the Fuel Adjustment Clause and Environmental Surcharge shall be applied to the bill calculation consistent with the provisions of those riders.

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DATE OF ISSUE: April 1, 2021
 DATE EFFECTIVE: Service rendered on and after October 1, 2021
 ISSUED BY: *Anthony S. Campbell*
 Anthony S. Campbell,
 President and Chief Executive Officer

**KENTUCKY
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Linda C. Bridwell
Executive Director

Linda C. Bridwell

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12/1/2023

PUBLIC SERVICE COMMISSION (1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00103 dated September 30, 2021.

Rate D (continued)

Number and Duration of Interruptions

- A. There shall be no more than two (2) interruptions during any 24-hour calendar day. No interruption shall last more than twelve hours
- B. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
- C. The maximum number of annual hours of interruption shall be in accordance with the retail member-contracted level of interruptible service.

Charge for Failure to Interrupt

If the retail member fails to interrupt its demand as requested by EKPC, the owner-member shall bill the uninterrupted demand at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted demand is equal to actual demand during the requested interruption minus firm demand.



DATE OF ISSUE: April 1, 2021

DATE EFFECTIVE: Service rendered on and after October 1, 2021

ISSUED BY: *Anthony S. Campbell*
Anthony S. Campbell,
President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00103 dated September 30, 2021.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
12/1/2023
PURSUANT TO 2007 KAR 5:011 SECTION 9(1)

CLASSIFICATION OF SERVICE

LP-2 Large Power (over 500)

APPLICABLE

Entire territory served

AVAILABILITY

Available to all commercial and industrial consumers whose contracted kilowatt demand shall exceed 500 kW for all usage subject to the established rules and regulations.

CONDITIONS

An "Agreement for Purchase of Power" shall be executed by the consumer for service under this schedule.

TYPE OF SERVICE

Three-phase, 60 cycles, at available primary or secondary voltages. Consumer's equipment shall operate in such a way that it does not cause electrical disturbances to other consumers.

RATE

Maximum Demand Charge

\$8.64 per month per kW of billing demand

(I)

Energy Charge (over 500 kW)

Facility Charge

\$ 115.20

(I)

ALL KWH

\$0.04751

(I)

Special facilities charge as specified in the contract

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practical. Power Factor may be measured at any time. Should such measurements indicate that the power factor at the time of the maximum demand is less than the wholesale power factor, the demand for billing purposes shall be demand as indicated or recorded by the demand meter multiplied by the wholesale power factor and divided by the measured power factor.

DATE OF ISSUE: October 8, 2021

DATE EFFECTIVE: October 1, 2021

ISSUED BY: 
(Name of Officer)

TITLE: President/CEO

Issued by authority of an Order of the Public Service
Commission of Kentucky in Case No 2021-00105
Dated: September 30, 2021



CLASSIFICATION OF SERVICE

LP-2 Large Power (over 500)- Continued

MINIMUM CHARGE

The minimum monthly charge shall be as specified in the contract.

FUEL ADJUSTMENT CLAUSE

All rates are applicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier, plus an allowance for line losses. The allowance for line loss will not exceed 10% and is based on a twelve-month moving average of such losses. This Fuel Clause is subject to all applicable provisions as set out in 807 KAR 5.056.

DELAY PAYMENT CHARGE

The above rates are net, the gross rates being 7.5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

SPECIAL PROVISIONS

1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines, other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.
2. If service is furnished at Seller's primary line voltage, the delivery point shall be the location of the primary metering point. All wiring, pole lines, and other electrical equipment beyond the meter point shall be considered the distribution system of the consumer and shall be furnished and maintained by the consumer.
3. If service is furnished at primary distribution voltage, a discount of 5% shall apply to the energy charge.

DATE OF ISSUE: April 11, 2008

DATE EFF

ISSUED BY:

J. J. [Signature]
(Name of Officer)

TITLE

Issued by authority of an Order of the Public Service Commission
in Case No.: 2008-00011 Dated

KENTUCKY PUBLIC SERVICE COMMISSION
OF KENTUCKY
Linda C. Bidwell
Executive Director
EFFECTIVE 2/17/2023
By *[Signature]*
Executive Director
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
August 28, 2008

CLASSIFICATION OF SERVICE

Large Industrial Rate - Schedule B-1

AVAILABILITY

Applicable to contracts with demands of 1,000 KW to 3,999 KW with a minimum contracted monthly energy (kwh) of 425 hours per kw of contract demand. To determine the minimum contracted monthly energy usage (kwh), the 425 hours is multiplied by the contract demand.

MONTHLY RATE

Facility Charge	\$1,150.86	(I)
Demand Charge per kW of Contract Demand	\$ <u>7.42</u>	(I)
Demand Charge per kW for Billing Demand in Excess of Contract Demand	\$ <u>10.33</u>	(I)
Energy Charge per kWh	\$0.04805	(I)

BILLING DEMAND

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand, during the current month, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval, in the below listed hours for each month, and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing -EPT
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a. Facility Charge
- b. The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand, multiplied by the in excess of contract demand charge.
- c. The product of the contract demand multiplied by 425 hours and the energy charge per KWH.
- d. Contract provisions that reflect special facilities requirements.

DATE OF ISSUE: October 8, 2021

DATE EFFECTIVE: October 1, 2021

ISSUED BY: *Will H. Wilbur*

TITLE: President/CEO

Issued by authority of an Order of the Public Service
Commission of Kentucky in Case No 2021-00105
Dated: September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

**EFFECTIVE
12/1/2023**

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

CLASSIFICATION OF SERVICE

Large Industrial Rate - Schedule B-1 – Continued

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of the maximum demand is less than the minimum required wholesale power factor, the demand for billing purposes shall be demand as indicated or recorded, multiplied by the minimum required wholesale power factor and divided by the measured power factor.

FUEL ADJUSTMENT CLAUSE

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier, plus an allowance for line losses. The allowance for line loss will not exceed 10% and is based on a twelve-month moving average of such losses. This Fuel Clause is subject to all applicable provisions as set out in 807 KAR 5.056.

SPECIAL PROVISIONS

1. Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines, other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.
2. If service is furnished at Seller's primary line voltage, the delivery point shall be the location of the primary metering point. All wiring, pole lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.
3. If service is furnished at primary distribution voltage, a discount of 5% shall apply to the energy charge.

DELAY PAYMENT CHARGE

The above rates are net, the gross rates being 7.5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

TEMPORARY SERVICE

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: February 8, 2013
 DATE EFFECTIVE: March 15, 2013
 ISSUED BY: J. Donald Smith
 TITLE: Vice President & CFO
 Issued by authority of an Order of the Public Service
 Commission of Kentucky in Case No.: _____
 Dated: _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFFREY C. CROGAN EXECUTIVE DIRECTOR

EFFECTIVE EFFECTIVE 3/15/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE

Large Industrial Rate - Schedule B-2

AVAILABILITY

Applicable to contracts with demands of 4,000 KW and greater with a minimum contracted monthly energy usage (kwh) of 425 hours per kw of contract demand. To determine the minimum contracted monthly energy usage (kwh), the 425 hours is multiplied by the contract demand.

TYPE OF SERVICE

Three-phase, 60 cycles, at available primary voltages. Consumer's equipment shall operate in such a way that it does not cause electrical disturbances to other consumers.

MONTHLY RATE

Facility Charge	\$2,301.71	(I)
Demand Charge per kW of Contract Demand	\$7.42	(I)
Demand Charge per kW for Billing Demand in Excess of Contract Demand	\$10.33	(I)
Energy Charge per kWh	\$0.04241	(I)

BILLING DEMAND

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand, during the current month, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval, in the below listed hours for each month, and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing -EPT
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- a. Facility Charge
- b. The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand, multiplied by the in excess of contract demand charge.
- c. The product of the contract demand multiplied by 425 hours and the energy charge per kWh.
- d. Contract provisions that reflect special facilities requirements.

DATE OF ISSUE: October 8, 2021

DATE EFFECTIVE: October 1, 2021

ISSUED BY: *Mark Williams*

TITLE: President/CEO

Issued by authority of an Order of the Public Service
Commission of Kentucky in Case No 2021-00105
Dated: September 30, 2021

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**



**EFFECTIVE
12/11/2023**

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

**BLUE GRASS ENERGY
COOPERATIVE CORPORATION**

**FOR ENTIRE TERRITORY SERVED
P.S.C. KY NO. 2
FIRST REVISED SHEET NO. 26
CANCELLING P.S.C. KY NO. 2
ORIGINAL SHEET NO. 26**

CLASSIFICATION OF SERVICE

Large Industrial Rate - Schedule B-2 – Continued

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of the maximum demand is less than the wholesale power factor, the demand for billing purposes shall be demand as indicated or recorded, multiplied by the wholesale power factor and divided by the measured power factor.

FUEL ADJUSTMENT CLAUSE

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier, plus an allowance for line losses. The allowance for line loss will not exceed 10% and is based on a twelve-month moving average of such losses. This Fuel Clause is subject to all applicable provisions as set out in 807 KAR 5.056.

SPECIAL PROVISIONS

Delivery Point – The delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines, other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

DELAY PAYMENT CHARGE

The above rates are net, the gross rates being 7.5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply

TEMPORARY SERVICE

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: February 8, 2013
DATE EFFECTIVE: March 15, 2013
ISSUED BY: *Donald Smith*
TITLE: Vice President & CFO
Issued by authority of an Order of the Public Service
Commission of Kentucky Case No. _____
Dated: _____

KENTUCKY PUBLIC SERVICE COMMISSION
JERRI CROWEN EXECUTIVE DIRECTOR
<i>Linda C. Bidwell</i>
EFFECTIVE EFFECTIVE 3/15/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)

BLUE GRASS ENERGY
COOPERATIVE CORPORATION

Interruptible Service

Standard Rider

This Interruptible Rate is a rider to the Schedule LP-1 Large Power Rate, LP-2 Large Power Rate, B-1 Large Industrial Rate, B-2 Large Industrial Rate and G1 Large Industrial Rate.

Applicable

In all territory served by the Cooperative.

Availability of Service

This schedule shall be made available at any load center, to any member who will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the 12-month period ended May 31.

Monthly Rate

A monthly demand credit per kW is based on the following matrix:

Notice Minutes	Annual Hours of Interruption		
	200	300	400
30	\$4.20	\$4.90	\$5.60

(T)

Determination of Measured Load - Billing Demand

The monthly billing demand shall be the highest average rate at which energy is used during any fifteen consecutive minute periods during the below listed hours:

Months	Hours Applicable for Demand Billing - EPT
November through April	6:00 a.m. to 9:00 p.m.
May through October	10:00 a.m. to 10:00 p.m.

(T)



DATE OF ISSUE August 31, 2015
Month / Date / Year
DATE EFFECTIVE Service rendered on and after October 1, 2015
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE VP Finance/CFO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bidwell
EXECUTIVE DIRECTOR

Linda C. Bidwell

**EFFECTIVE
EFFECTIVE
12/1/2015**

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

BLUE GRASS ENERGY
COOPERATIVE CORPORATION

Interruptible Service - Continued

Conditions of Service for Customer Contract

1. The customer will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.
2. The Cooperative will endeavor to provide the Customer as much advance notice as possible of the interruption of service. However, the Customer shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperatives "General Rules and Regulations" or "Terms and Conditions" except as set out herein and/or provisions agreed to by written contract.
4. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
6. The Fuel Adjustment Clause, as specified in the governing rate schedule, is applicable.
7. The Customer shall arrange his wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
8. A Customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the company may elect to connect its circuits to different points on the customer's system.
9. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Customer.

Calculation of Monthly Bill

The monthly bill is calculated on the following basis:

- A. Sum of customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy usage in kWh multiplied by the energy rate.

DATE OF ISSUE August 31, 2015
 Month / Date / Year

DATE EFFECTIVE Service rendered on and after October 1, 2015
 Month / Date / Year

ISSUED BY [Signature]
 (Signature of Officer)

TITLE VP Finance/CFO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF C. BROWN
EXECUTIVE DIRECTOR

Linda C. Bidwell

EFFECTIVE
EFFECTIVE
12/1/2015

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

BLUE GRASS ENERGY
COOPERATIVE CORPORATION

(T)

Interruptible Service - Continued

Number and Duration of Interruptions

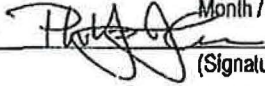
- A. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours
- B. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
- C. The maximum number of annual hours of interruption shall be in accordance with the customer contracted level of interruptible service.


(T)



Charge for Failure to Interrupt

If Customer fails to interrupt load as requested by the Cooperative, the Cooperative shall bill the uninterrupted load at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted load is equal to actual load during requested interruption minus firm load. Failure to interrupt penalty shall apply for each interruption and shall be billed accordingly.

DATE OF ISSUE August 31, 2015
Month / Date / Year
DATE EFFECTIVE Service rendered on and a ter October 1, 2015
Month / Date / Year
ISSUED BY 
(Signature of Officer)
TITLE VP Finance/CFO

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF B. DERGOWEN EXECUTIVE DIRECTOR	
	
EFFECTIVE EFFECTIVE 10/1/2015	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1) PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	