

**INDUSTRIAL POWER AGREEMENT FOR ELECTRIC SERVICE  
WITH INTERRUPTIBLE SERVICE**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of February 2022, by and between **INTER-COUNTY ENERGY COOPERATIVE CORPORATION**, a Kentucky cooperative corporation with its principal offices at 1009 Hustonville Road, Danville, Kentucky 40422 (“Cooperative”), **EAST KENTUCKY POWER COOPERATIVE, INC. (“EKPC”)**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”) and **KENTUCKY FRESH HARVEST, LLC**, a Kentucky limited liability corporation with its principal office at 320 Frontier Blvd., Stanford, Kentucky 40484 (“Customer”).

**WITNESSETH:**

**WHEREAS**, Cooperative is a rural electric cooperative providing retail electric service in Lincoln County, Kentucky; and

**WHEREAS**, Cooperative is a member of East Kentucky Power Cooperative, Inc., (“EKPC”), and purchases all of its wholesale electric power and energy from EKPC; and

**WHEREAS**, Customer 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 Greenhouse #1, Greenhouse #2 and associated facilities at its Stanford, Kentucky facility (hereinafter referred to as its “Facility”); and

**WHEREAS**, EKPC fully integrated into the PJM Interconnection, LLC (“PJM”) regional transmission system, on June 1, 2013; and

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PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**WHEREAS**, this agreement supersedes all previous agreements between the cooperative and the customer;

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

1. **Term**. This Agreement shall become effective as of September 1, 2021 ("Effective Date"), subject to the provisions of Paragraph 19. This Agreement shall continue in effect for a term of one year ("Initial Term") from said date and shall continue for additional one year terms thereafter, provided however, that the Agreement may be cancelled after the Initial Term by any Party by providing written notice of such termination at least three months prior to the desired termination date.
2. **Rates and Charges**. Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative's effective standard tariffs applicable to consumers of the same class as Cooperative's Large Power Rate ("LPR") Schedule 4 and Interruptible Service Tariff as approved by the Commission and as modified, replaced, or adjusted from time to time and approved by the Commission. Given the Customer's expected load and energy use profile, Cooperative and Customer agree that LPR Schedule 4 will be applicable for all demand and energy usage. The billing demand shall be the maximum kilowatt demand established by Customer 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 defined in Cooperative's Large Power Rate ("LPR") Schedule 4. Due to electric system limitations, the Customer agrees to limit demand of Facility to 5,000 kW. The Minimum Monthly Charge will be equal to the

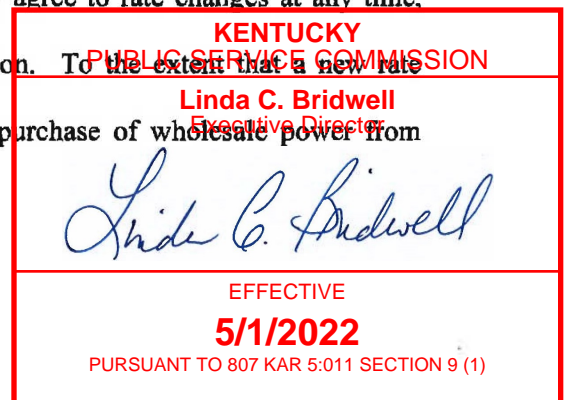
<p><b>KENTUCKY</b> <b>UTILITY SERVICES COMMISSION</b></p> <p><b>Linda C. Bridwell</b> Executive Director</p> 
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customer charge, plus the product of the billing demand multiplied by the billing demand charge, plus the energy charge per kWh as provided in Cooperative's LPR Schedule 4 and the Interruptible Service Tariff.

The demand credit for interruptible service is applied to all billed demand above the Firm Load level, as set forth in Paragraph 3 herein, 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 EKPC's Power Factor Adjustment and Cooperative's LRP Schedule 4, shall not be eligible for the interruptible demand credit and shall be billed at the appropriate demand rate as provided in the applicable tariff.

For billing from EKPC to Cooperative, EKPC will provide wholesale electricity to Cooperative for Customer pursuant to the rates, charges, and provisions of EKPC's Rate E and Rate D - Interruptible Service where the billing demand shall be the minimum demand plus any excess demand as defined in EKPC's Rate E.

Within the first year from the Effective Date, Customer may switch to an Agri-Tech Tariff, if such tariff becomes available and the Customer qualifies for service under the tariff, by giving Cooperative thirty (30) days' advance notice. Otherwise, after one year from the Effective Date, Customer may choose any existing tariff of Cooperative that is consistent with this Agreement and for which the Customer qualifies. Such change will require three 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 one year. The Cooperative and Customer may mutually agree to rate changes at any time, subject to any necessary approval of the Commission. To the extent that a new rate chosen by Customer may require a change in the purchase of wholesale power from



EKPC, EKPC agrees that Cooperative may also change the tariff under which it purchases wholesale power to any other EKPC rate for which Customer's load would qualify.

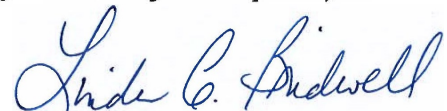
3. **Interruptible Service.** In accordance with Cooperative's LPR Schedule 4 and Interruptible Service Rider, Service to Customer may be interrupted by approved communication medium from EKPC's Market Operations Center (MOC). Customer chooses 375 kW of Firm Load with the balance being Interruptible Demand.

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 30 minutes to reduce its electric power load to the Firm Load level. Customer shall have the opportunity to buy-through any Economic Interruption and will pay for such buy-through energy. The rate shall be EKPC's out-of-pocket cost at the PJM EKPC Zone during the interruption hours, plus Cooperative's distribution charge. The amount of buy-through energy billed by the Cooperative to the Customer will be the actual energy 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.

b. **EKPC Reliability Interruptions.** EKPC has the right to call upon a physical interruption of Customer's Interruptible Demand (a "Reliability Interruption") to

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participate in the PJM Demand Response Programs. EKPC shall notify Customer that it is calling for an interruption and the notice shall be defined as a Reliability Interruption and include the number of hours of such interruption. Customer must interrupt its Interruptible Demand, and buy-through energy provisions as described above are not available for Reliability Interruptions. For Reliability Interruptions, the terms and conditions of PJM's Capacity Program then in place shall apply. Under that Program, PJM shall notify EKPC of a Reliability Interruption 30 minutes prior to the start of the interruption per the Cooperative's Interruptible Rider. EKPC shall notify Customer of such interruption immediately and Customer shall reduce its load to the Firm Load level defined above. PJM requires a one (1) hour interruption annually to test and verify load reduction capabilities if a Reliability Interruption has not been called for the PJM calendar year.

- c. **EKPC Physical Interruptions.** If, during the term of this Agreement, the Customer's Interruptible Demand fails to clear any of PJM's Base Residual Auctions ("BRA") as a Demand Response resource for any given PJM Delivery Year as a result of PJM's Minimum Offer Price Rule or otherwise, EKPC may nevertheless call for an EKPC Physical Interruptions during said Delivery Year, consistent with the terms for EKPC Reliability Interruptions set forth above. The Customer may buy through an EKPC Physical Interruption. The buy through price shall be the current delivery year BRA closing price for the EKPC zone times three hundred sixty-five (365) divided by five (5) times the monthly Demand for that month.



d. **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 all 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 400 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 12 hours.

Notification of an interruption will be provided by EKPC to the Customer by a communication medium approved by all parties from EKPC's MOC to the Customer. The Customer's Point of Contact ("POC") to provide the communication of the notice of interruption is as follows:

Primary POC	Position	Mitch Lanigan Boiler & Site Maintenance Supervisor
	Address	Kentucky Fresh Harvest, LLC 320 Frontier Blvd. Stanford, KY 40484
	Phone	(859) 516-8684
	Email	Mlanigan@kyfreshharvest.com
	Text	(859) 516-8684

Secondary POC	Position	Shubin Saha Chief Operating Officer
	Address	Kentucky Fresh Harvest, LLC 320 Frontier Blvd. Stanford, KY 40484
	Phone	(859) 492-294

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Email s.saha@kyfreshharvest.com  
Text (859) 492-2949

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 the email address is generation.operations@ekpc.coop.

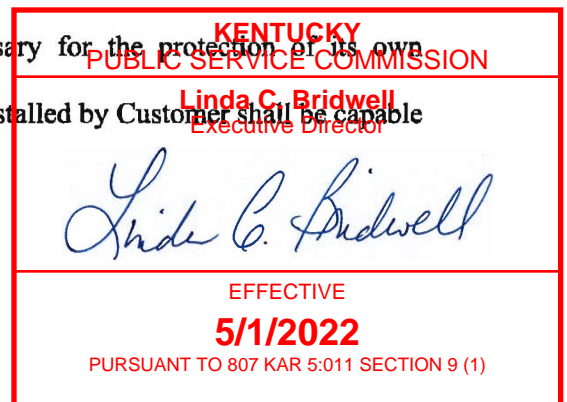
- e. **Responsibilities of Customer.** It is the responsibility of Customer to be sure its phone is working and that someone is available 24 hours per day, 365 days per year to promptly respond to the EKPC communication. Customer shall acknowledge to EKPC that it received notice of an interruption. If Customer does not acknowledge the notice of interruption from EKPC for whatever reason, Customer will be considered as failing to interrupt and the failure to interrupt provisions of the Cooperative's LPR Schedule 4 and Interruptible Service Rider will be invoked.
4. **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 Facility. The Points of Delivery for power and energy made available hereunder shall be the point at which Customer's Facility connects 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 25 kV Primary Distribution Voltage. Regulation of voltage shall be within such limits as prescribed in the applicable rules and regulations of the Kentucky Public Service Commission ("Commission"). Maintenance by Cooperative at the Points of Delivery of the above-described frequency and voltage



shall constitute availability of power for the purpose of this Agreement. The power and energy taken by Customer hereunder, shall be measured by meters and associated metering equipment to be, or caused to be, installed, operated and maintained by Cooperative at its respective cost. None of such electric power and energy shall be resold to third parties. The power and energy made available to Customer hereunder shall be delivered, taken, and paid for subject to the provisions of the tariffs identified in Paragraph 2 of this Agreement, as approved by the Commission, and as modified from time to time by appropriate authority.

Customer has indicated it plans to install a back-up generator with a capacity not to exceed 700 kW, which is to be operated when there are outages or other disruptions in the provision of electric power and energy to its Facility. Cooperative agrees the Customer can install and operate said back-up generator, provided that said back-up generator is only operated to cover outages or other disruptions in the provision of service to the Customer. In the event it is determined that the Customer has utilized the back-up generator to reduce its demand during normal operating conditions, the Customer will pay the Cooperative an amount equal to twice the total demand charges that would have been billed for the demand that was reduced.

5. Protection of Facilities. 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.

6. **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 10 below. Customer agrees to operate its Facility and facilities to reduce voltage fluctuations or harmonic distortions. 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.

7. **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

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performances of this Agreement. 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 person authorized by law. It is agreed, however, that no Party assumes the duty of inspecting the wiring or apparatus of any other party and shall not be responsible therefor.

8. **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 or by EKPC on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment 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 other party remove all or any portion of such equipment, apparatus, devices, or facilities, unless otherwise agreed by the parties, or either party and EKPC, as applicable, at the time of such termination. As a part of any such removal, the owner shall perform restoration as required for any damage caused by said removal.

9. **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.

10. **Maintenance of Equipment.** Each Party agrees that it will at all times maintain its lines, equipment and other facilities up to the Points of Delivery in a safe operating condition in


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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.

11. **Payment of Bills.**

- a. **Regular Monthly Billing.** Cooperative will bill the Customer each month for the cost of electric power and energy delivered to Customer during the preceding month. This bill will clearly state the amount due and the corresponding due date.
- 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 LPR – Schedule 4 and the Cooperative's Rules and Regulations. If Customer shall fail to pay any such bill as provided in said tariffs, Cooperative may add an additional ten percent (10%) to the bill and discontinue delivery of electric power and energy hereunder fifteen (15) 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 herein or in the attached Rate Schedules. All amounts unpaid when due may be subject to a charge for late payment, as provided in the applicable Rules and Regulations.
- c. **Security.** Customer agrees to provide a form 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 at the sole request of Cooperative to match any changes in load by Customer. Such payment security

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shall be equal to, but shall not exceed, two times the amount of Customer's average monthly bill during the four calendar months of its highest usage. The initial payment security amount shall be estimated based upon Customer's projected usage. The payment security shall be tendered to Cooperative within ten (10) business days of the Effective Date of this Agreement. Payment security may be tendered as cash, an irrevocable line of credit payable to Cooperative, or in such other form as Customer and Cooperative might agree.

12. **Meter Testing and Billing Adjustments.** EKPC or Cooperative shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. EKPC or Cooperative 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 know, 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. Such estimates shall be based on Customer's operating records for the period in question, historical load records 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.

13. **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 the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation, Bylaws and Policies. Customer shall participate in capital credits of Cooperative in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation, Bylaws and Policies.

14. **Notices.** Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative or EKPC if mailed to:

Jerry W. Carter, CEO  
Inter-County Energy Cooperative Corporation  
1009 Hustonville Road  
Danville, Kentucky 40423

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:

Julian Gander  
Chief Financial Officer  
Kentucky Fresh Harvest  
320 Frontier Blvd.  
Stanford, Kentucky 40484

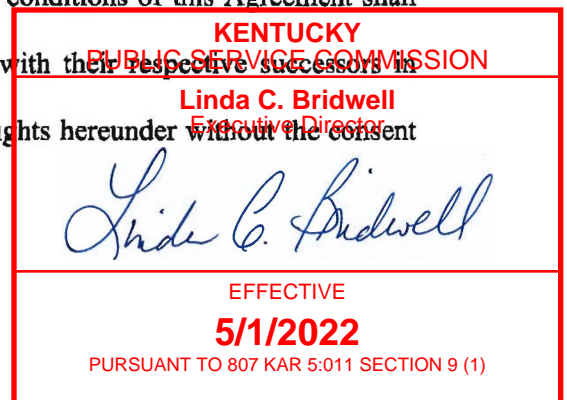
and



Shubin Saha  
Chief Operating Officer  
Kentucky Fresh Harvest  
320 Frontier Blvd.  
Stanford, Kentucky 40484

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.


15. **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 Points of Delivery it becomes the responsibility of the 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 Points 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.
16. **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.
17. **Successor 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



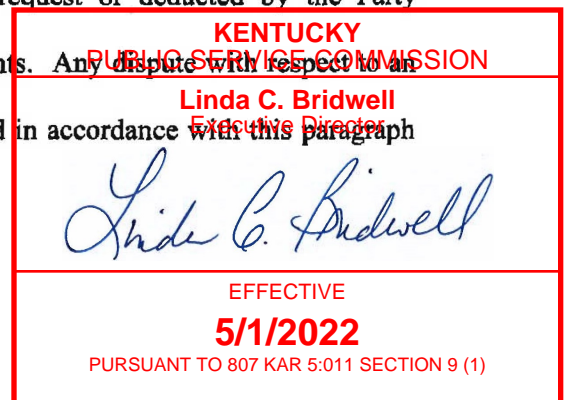
of the other, which shall not be unreasonably withheld; except that EKPC and Cooperative may assign this Agreement to the Rural Utilities Service ("RUS") and/or any other lenders to EKPC or Cooperative without such consent.

18. **Force Majeure.** The obligations of any Party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected Party's reasonable control (a "force majeure"), which wholly or partially prevents the affected Party from fulfilling such obligations, provided that the affected Party gives notice to the other Party of the reasons for its inability to perform 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 Paragraph, 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; failure of machinery or equipment; pestilence, epidemic, pandemic, earthquakes, 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.

19. **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 reasonable 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.

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20. **Modifications.** Any future revisions or modifications of this Agreement, except as provided in Paragraph 2, hereinabove, shall require the written mutual approval of Cooperative and Customer, and any necessary approvals by RUS, any other lenders to Cooperative, and the Commission. The Parties acknowledge and agree that this Agreement is only for the sale of power and energy for Customer's Greenhouse #1, Greenhouse #2 and associated facilities. If the Customer should add additional greenhouses, the Parties will negotiate in good faith to amend this Agreement accordingly.
21. **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 state the basis for the dispute or adjustment. Upon resolution of the dispute, any required refund shall be made within twenty (20) Business Days of such resolution along with interest accrued at the rate of two percent (2%) over the stated rate for commercial paper as published in the *Wall Street Journal* on the date that notice of the Dispute is given, from and including the due date to but excluding the date of the refund. 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.

22. **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 energy. 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.

23. **Miscellaneous.**

a. **Headlines 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.

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- 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 Boyle County, Kentucky and each party hereto expressly acknowledges that such forum is convenient and acceptable.
- e. **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.
- f. **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.
- g. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party.
- h. **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.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed a ~~copy~~ **original**.



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.

**EAST KENTUCKY POWER COMPANY, INC.**

BY: Anthony Campbell

TITLE: Pres./CE012/17/2021

DATE: 3/23/2022

**INTER-COUNTY ENERGY COOPERATIVE CORPORATION**

BY: Jay W. Cook

TITLE: President/CEO

DATE: FEBRUARY 24, 2022

**KENTUCKY FRESH HARVEST, LLC**

BY: Michelle K. Bock

TITLE: CEO

DATE: 24 Feb 2022

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**EXHIBIT 1**

**Inter-County Energy Cooperative Corporation Large Power Rate – LPR Schedule 4**

**Inter-County Energy Cooperative Corporation Interruptible Service Tariff**

**East Kentucky Power Cooperative, Inc. Rate E**

**East Kentucky Power Cooperative, Inc. Rate D – Interruptible Service**

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
REVISION #2 SHEET NO. 16

CANCELLING P.S.C. KY. NO. 8  
REVISION #1 SHEET NO. 16

**INTER-COUNTY ENERGY**  
(Name of Utility)

**CLASSIFICATION OF SERVICE**

**LARGE POWER RATE (LPR) – SCHEDULE 4**

**Applicable**

In all territory served by the seller.

**Availability**

Available to all commercial and industrial customers whose kilowatt demand shall exceed 50 kW for lighting and/or heating and/or power.

**Conditions**

An "Agreement for Electric Service" shall be executed by the customer for service under this schedule.

**Character of Service**

The electric service furnished under this rate schedule will be 60 Hz, alternating current, single phase or three phase service, present facilities permitting, and at the following nominal voltages: single phase 120, 120/240, 480, 240/480 volts; three phase 120/240, 120/208Y, 240/480, 277/480Y volts.

**Rate**

Customer Charge	\$32.64 per meter per month	(I)
Demand Charge	\$6.03 per month per kW of billing demand	(I)
All kWh per Month	\$0.06863 per kWh	(I)

The Customer Charge does not allow for kWh usage. All kWh usage is billed at the above rate.

**Determination of Billing Demand**

The billing demand shall be the maximum kilowatt demand established by the customer 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.

DATE OF ISSUE October 1, 2021  
Month / Date / Year

DATE EFFECTIVE October 1, 2021  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2021-00111 DATED SEPTEMBER 30, 2021



FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
REVISION #1 8 SHEET NO. 17

CANCELLING P.S.C. KY. NO. 8  
ORIGINAL 8 SHEET NO. 17

**INTER-COUNTY ENERGY**  
(Name of Utility)

CLASSIFICATION OF SERVICE

**LARGE POWER RATE (LPR) – SCHEDULE 4**

(continued)

**Power Factor Adjustment**

The customer agrees to maintain unity power factor as nearly as practicable. A billing demand adjustment may be assessed should the power factor during the maximum demand interval be less than 85%. The billing demand shall be the demand as indicated or recorded by the demand meter multiplied by 85% and divided by the recorded power factor.

**Minimum Charge**

The minimum monthly charge shall be specified in the "Agreement for Electric Service" 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 fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. This fuel clause is subject to all other applicable provisions as set forth in 807 KAR 5:056.

**Term of Payment**

The customer's bill will be due fifteen (15) days from the issuance of the bill. In the event the current monthly bill is not paid within fifteen (15) days from the issuance of the bill, ten percent (10%) shall be added to the bill.

DATE OF ISSUE June 1, 2020  
Month / Date / Year

DATE EFFECTIVE July 1, 2020  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director

<b>EFFECTIVE 7/1/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

T

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
ORIGINAL SHEET NO. 35

CANCELLING P.S.C. KY. NO. 7  
SHEET NO. \_\_\_\_\_

**INTER-COUNTY ENERGY**  
(Name of Utility)

**CLASSIFICATION OF SERVICE**

**INTERRUPTIBLE SERVICE**

**Standard Rider**

This Interruptible Rate is a rider to Rate Schedules 4, IND B1, IND B2, IND B3, IND C1, IND C2 and IND C3.

**Applicable**

In all territory served by the Cooperative.

**Availability of Service**

This schedule shall be made available to any member where that 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 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:

<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

DATE OF ISSUE August 1, 2019  
Month / Date / Year

DATE EFFECTIVE August 31, 2019  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**8/31/2019**  
PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
ORIGINAL SHEET NO. 36

CANCELLING P.S.C. KY. NO. 7  
SHEET NO. \_\_\_\_\_

**INTER-COUNTY ENERGY**  
(Name of Utility)

**CLASSIFICATION OF SERVICE**

**INTERRUPTIBLE SERVICE**

(continued)

**Determination of Measured Load – Billing Demand**

The billing demand (kilowatt 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 minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
November through April	6:00 a.m. to 9:00 p.m.
May through October	10:00 a.m. to 10:00 p.m.

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the minimum billing demand as specified in the contract.

**Conditions of Service for Member Contact**

1. The member 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 member as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperative's "Rules and Regulations" 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.

DATE OF ISSUE August 1, 2019  
Month / Date / Year

DATE EFFECTIVE August 31, 2019  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**8/31/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
ORIGINAL SHEET NO. 37

CANCELLING P.S.C. KY. NO. 7  
SHEET NO. \_\_\_\_\_

**INTER-COUNTY ENERGY**  
(Name of Utility)

CLASSIFICATION OF SERVICE

**INTERRUPTIBLE SERVICE**

(continued)

- 5. The member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the 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 days 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.
- 7. The Fuel Adjustment Clause as specified in the prevailing rate schedule is applicable.

**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.

**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 member contracted level of interruptible service.

DATE OF ISSUE August 1, 2019  
Month / Date / Year

DATE EFFECTIVE August 31, 2019  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE**  
**8/31/2019**

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

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. KY. NO. 8  
ORIGINAL SHEET NO. 38

CANCELLING P.S.C. KY. NO. 7  
SHEET NO. \_\_\_\_\_

**INTER-COUNTY ENERGY**  
(Name of Utility)

CLASSIFICATION OF SERVICE

**INTERRUPTIBLE SERVICE**

(continued)

**Charge for Failure to Interrupt**

If member 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.

DATE OF ISSUE August 1, 2019  
Month / Date / Year

DATE EFFECTIVE August 31, 2019  
Month / Date / Year

ISSUED BY Jerry W. Carter  
Signature of Officer

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director <i>Gwen R. Pinson</i>
<b>EFFECTIVE</b> <b>8/31/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**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.

T

	<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

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



EFFECTIVE  
**10/1/2021**  
PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

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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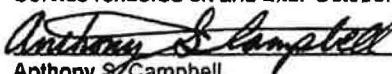
Billing Energy

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.

T

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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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

EFFECTIVE  
**10/1/2021**  
PURSUANT TO 807 KAR 5 011 SECTION 9 (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**

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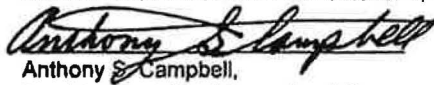
The interruptible demand shall be equal to the amount by which the monthly billing demand exceeds the firm demand, up to 20,000 kW maximum.

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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,  
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



EFFECTIVE  
**10/1/2021**  
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.

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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.

T

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.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
<i>Linda C. Bridwell</i>
EFFECTIVE <b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
<i>Linda C. Bridwell</i>
EFFECTIVE <b>10/1/2021</b> PURSUANT TO 807 KAR 5 011 SECTION 9 (1)