

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) made and entered into as of the 10th day of September, 2018, between **JACKSON PURCHASE ENERGY CORPORATION**, a Kentucky electric cooperative corporation, 2900 Irvin Cobb Drive, Paducah Kentucky, 42003 (hereinafter called the "Seller"), and **MARATHON PIPE LINE LLC**, a Delaware corporation, with its principal office located at 200 E. Hardin Street, Findlay, Ohio 45840, and with a service address of 14110 Ogden Landing Road, Kevil, Kentucky 42053 (hereinafter called the “Consumer”), each a “Party” to the Agreement.

1. SERVICE CHARACTERISTICS

A. The Seller shall supply, sell and deliver to the Consumer, and the Consumer shall accept and pay for all of the electric power and energy the Consumer may need at the service address listed above, up to the Maximum Contract Demand. The Maximum Contract Demand along with the other characteristics of the electric service provided hereunder are described more fully in Exhibit “A,” (“Service Characteristics”) which is hereby incorporated in and made a part of this Agreement.


B. The Consumer acknowledges that Seller’s wholesale power supplier, Big Rivers Electric Corporation (“Big Rivers”) is transmitting electric power and energy to Seller for sale hereunder across the transmission system of Big Rivers (the “Wholesale Transmission System”).

2. SERVICE RESTRICTION

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

3. PAYMENT

A. The Consumer shall pay the Seller for service hereunder upon the terms, conditions and rates set forth in Seller’s Schedule D, as it may be amended from time to time, and any other applicable schedules or tariffs of Seller, or any successor schedules or tariff(s), all of which are incorporated in and made a part of this Agreement. For ease of reference a copy of Seller’s current Schedule D is attached hereto as Exhibit “B.” Consumer agrees that its metered demand shall not exceed its Maximum Contract Demand in any month.

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Gwen R. Pinson Executive Director

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B. Bills for service hereunder shall be paid at the office of the Seller at Jackson Purchase Energy Corp., 2900 Irvin Cobb Road, Paducah Kentucky 42003.

C. Such payments shall be due on the due date of each monthly bill for service furnished during the preceding monthly billing period (the "Due Date").

D. If payment in full is not paid on or before the Due Date, Consumer will be billed the amount due plus a 5% penalty. If payment in full is not received prior to the disconnect date, the Seller may discontinue service to the Consumer without further action on the part of Seller by giving the Consumer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement or limit Seller's remedies under this Agreement.

F. Consumer's payment obligations under Paragraph 3 above shall survive termination or expiration of this Agreement until cured.

4. MEMBERSHIP

Prior to commencement of service, the Consumer shall become a member of the Seller, pay the required membership fee and be bound by such generally applicable rules and regulations as may from time to time be adopted by the Seller.

5. SECURITY DEPOSITS

A. Monthly Billing Obligations

(i) As security for payment of its monthly billing obligations, Consumer shall provide and maintain to Seller, on or before the effective date of this Agreement, a cash deposit, or provide an irrevocable bank letter of credit satisfactory to Seller, representing two (2) months' estimated billing, being the total amount of \$56,553, and Seller hereby acknowledges receipt of same.

(ii) The initial security deposit or irrevocable bank letter(s) of credit for Consumer's monthly billing obligation is based on Consumer's estimates of its usage for the ensuing 12 months and Seller's current rates. In the event that Consumer's usage exceeds the estimate, Seller's rates increase, or the balance of the bank letter of credit fall below the amount required by subparagraph 5.A(i), then Seller may require Consumer to increase the deposit or the bank letter of credit to account for those changes. Seller's request for an increase shall be made in writing. Consumer shall comply with the request within 45 days from

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Executive Director

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Failure of Consumer to adjust the deposit or bank letter of credit as required by Seller pursuant to this paragraph shall constitute a material breach of this Agreement.

(iii) If Consumer fails to pay its bill for service by the Due Date, Seller may, in addition to and without limiting any other remedies available to it, immediately call on the security for payment provided by Consumer to satisfy that unpaid bill.

B. Interest on Security Deposits

Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually to Consumer. Letters of credit for the foregoing securities may be combined, and must be approved in advance by Seller as to form and issuer.

C. Survival

Consumer's obligations under this Paragraph 5 shall survive termination or expiration of this Agreement.

6. CONTINUITY OF SERVICE

A. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, Seller does not guarantee uninterrupted service, and neither Seller nor Big Rivers shall be responsible for damages to Consumer occasioned by any failure, shortage, or interruption of service for any reason, including but not limited to those resulting from maintenance work, inability to secure right-of-way, or from a Force Majeure Event, as defined in Paragraph 6.B, below.

B. In the event performance of this Agreement is limited or prevented in whole or in part by Acts of God, strikes, labor trouble, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the Government (whether federal, state, or local, civil or military), civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, or inability of either party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (whether federal, state, or local, civil or military), or any other cause beyond the reasonable control of the parties hereto (each a "Force Majeure Event"), whether or not specifically provided herein, upon such party's giving notice and reasonably full particulars of such Force Majeure Event, in writing to the other party within a reasonable time after the occurrence of the Force Majeure Event, the party whose performance is so limited or prevented shall be excused, discharged and released from the performance to the extent such performance is limited or prevented, but only for the period when the performance is limited or prevented. Thereafter, all of the terms of this Agreement shall remain in effect and the term of the Agreement shall be extended for a period equal to the period of the limitation or prevention.

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Governor Representative
Executive Director

Gwen R. Pearson

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Force Majeure Event. Each Party will, in the event it experiences a Force Majeure Event, use all commercially reasonable efforts to eliminate the effects of such Force Majeure Event on its performance as soon as reasonably possible. A minimum bill due during a billing period when a Force Majeure Event occurs shall be prorated based upon the duration of the effect of the Force Majeure Event, but nothing contained herein shall excuse Consumer from the obligations of paying in accordance with the terms of this Agreement, for any power consumed by it.

7. RIGHT OF ACCESS

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

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

8. EVENTS OF DEFAULT AND REMEDIES

A. **Events of Default.** Each of the following constitutes an Event of Default under this Agreement:

- (i) Failure by Customer to make any payment in accordance with this Agreement;
- (ii) Failure of a Party to perform any material duty imposed on it by this Agreement;
- (iii) Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Paragraph 13;
- (iv) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (v) Assignment by a Party for the benefit of its creditors; or
- (vi) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged or appointment.

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Executive Director

Gwen R. Penson

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B. **Remedies.** Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provision herein, except as provided in Paragraph 8.C below.


C. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY (OR BIG RIVERS), OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY (AND THE LIABILITY OF BIG RIVERS) HEREUNDER SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

9. **INDEMNIFICATION**

Consumer agrees to indemnify and hold Seller and Big Rivers harmless from and against any and all claims, demands, damages, judgments, losses or expenses asserted against Seller and/or Big Rivers arising out of, related to or concerning damage to the Wholesale Transmission System resulting from Consumer's operations, activities or Customer's usage of electric power and energy hereunder, except to the extent said claim, demand, damage, judgments, losses or expenses arise out of the negligence or intentional misconduct of Seller or Big Rivers. Additionally, Consumer assumes all responsibility for the electric service upon Consumer's premises from the Delivery Point, as defined in Exhibit A, of electricity and for the wires and equipment used in connection therewith, and will indemnify and hold Seller and Big Rivers harmless from any and all claims for injury or damage to persons or property occurring on Consumer's premises or from the Delivery Point of electricity, occasioned by such electricity or said wires and equipment, except to the extent said injury or damage is occasioned by the negligence or intentional misconduct of Seller or Big Rivers.

10. **NOTICE**

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

TO CONSUMER: Marathon Pipe Line LLC
200 E. Hardin Street
Findlay, OH 45840
Telephone: 419-421-4487
Email: wjhammock@mpcorp.com

TO SELLER: President and CEO
Jackson Purchase Energy Corporation
2900 Irvin Cobb Drive
Paducah, Kentucky 42003
Telephone: (270) 442-7321
Facsimile: (270) 441-0851

Any notice from Consumer to Seller required by the terms of this Agreement shall be given concurrently to Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420, Attn: President and CEO, using the same methodology required by this Agreement for notice to Seller.

11. REPRESENTATIONS AND WARRANTIES

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

(i) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(ii) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action

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

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(i) Customer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(ii) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.

13. SUCCESSION AND APPROVAL

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective Parties hereto and may be assigned by Consumer only with the prior written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may withhold approval of a proposed assignment until it has been provided with all information it may reasonably require regarding the proposed assignee, and it has determined that the proposed assignee has the ability to fulfill Customer's obligations hereunder to the reasonable satisfaction of Seller following the proposed assignment. Any assignment of this Agreement by Consumer shall not relieve Consumer of its obligations to Seller hereunder unless Consumer has been expressly relieved of those obligations by Seller, in writing. This Agreement shall not be effective unless and until all necessary approvals are received from the Kentucky Public Service Commission ("Commission) and all other conditions precedent set forth in this Agreement are satisfied. Seller shall be responsible for seeking the Commission's approval and Consumer shall fully cooperate with Seller to accomplish such approval.

14. TERM AND SERVICE COMMENCEMENT DATE

This Agreement shall become effective and delivery of electric service shall commence on the date specified in a written notice from Consumer to Seller, but in no event later than September 10, 2018 (the "Service Commencement Date"); provided, however, that the Service Commencement Date shall be postponed until the last to occur of (i) receipt of Commission approval listed in Paragraph 13 of this Agreement, (ii) performance by Consumer of any other obligations under this Agreement that are required as conditions precedent to commencement of service, and (iii) completion and placing into commercial operation the Big Rivers' Facilities as more fully described in Exhibit A. The term of this Agreement shall be for a period of one (1) year following the Service Commencement Date, and thereafter from month-to-month following expiration of the initial one (1) year term by giving the other party at least three (3) months written notice of its intent to terminate the Agreement. In the event either party wishes to terminate expiration of the initial one (1) year term such party must give

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notice of its intent to terminate the Agreement at least three (3) months before the expiration of the initial one (1) year term. Upon the one (1) year anniversary of the Service Commencement Date the parties shall communicate and work together in good faith to determine under which of Seller's rate schedules it is most appropriate for Consumer to take service thereafter.

15. **MISCELLANEOUS**

A. **Entire Agreement.** The terms covenants, and conditions contained in this Agreement, including the attached exhibits, constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Consumer is subject to the Articles of Consolidation and Bylaws of Seller in addition to the laws, rules, regulations and lawful orders of the Commission.


B. **Jurisdiction and Venue.** All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky and the rules, regulations and orders of the Commission, without regard to its conflicts of law rules. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission (in which event exclusive jurisdiction and venue will lie with the Commission), or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be McCracken County, Kentucky.

C. **Waiver.** Waiver at any time by either Party of rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter. Except as specifically provided herein, this Agreement shall not be construed to abridge, limit, or deprive either Party of any remedy for breach of the provisions herein which would otherwise be available at law or equity.

D. **Amendments.** This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties.

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

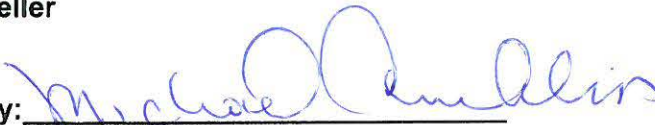
F. **Severability.** Should any provision or provision declared void or illegal by any court of competent jurisdiction, t

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provision or provisions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect.

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

JACKSON PURCHASE ENERGY CORPORATION.
Seller

By: 

Printed Name: Michael Chambliss

Title: Interim President and CEO

MARATHON PIPE LINE LLC
Consumer

By: 

Printed Name: Michael P. Gebhardt

Title: Vice President, Supply Chain for Marathon

Petroleum Company LP

Marland Turner
Marland Turner (Oct 11, 2018)

Approved as to form.

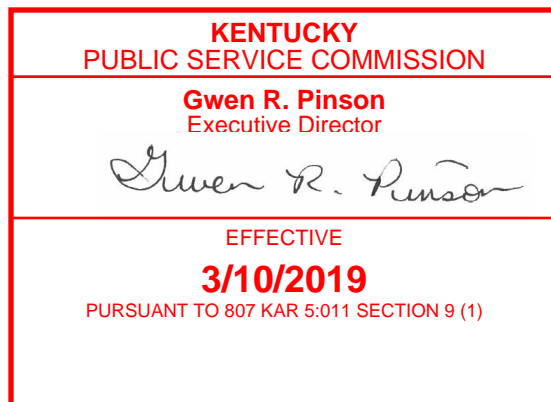


EXHIBIT A
TO AGREEMENT FOR ELECTRIC SERVICE

SERVICE CHARACTERISTICS

Customer: Marathon Pipe Line LLC
Service Address: 14110 Ogden Landing Road, Kevil, Kentucky 42053

1.10 Maximum Contract Demand

- (a) For purposes of this Agreement, the Maximum Contract Demand shall be:
 - (i) 2,999 kilowatts from the Service Commencement Date;
- (b) Seller agrees that upon written request from the Consumer, it will seek amendment and all necessary approvals to increase the Maximum Contract Demand, provided that Consumer is not in default under this Agreement at the time of the request.
- (c) Consumer agrees that in the event the Maximum Contract Demand is exceeded under the provisions of Seller's Schedule D, Seller will seek amendment and all necessary approvals to increase the Maximum Contract Demand and serve Consumer under Seller's appropriate rate schedule(s).

1.20 Delivery Point

- (a) "Delivery Point" is defined as the point at which Consumer's facilities connect to Big Rivers' facilities as provided in 1.20 (b) of this Exhibit, and the point at which title to the electric energy purchased by Consumer under this Agreement passes to Consumer.
- (b) The Delivery Point on the Effective Date of this Agreement shall be Seller's Shell Substation as is more particularly described in Exhibit A-1.
- (c) The Service hereunder shall be delivered to the Delivery Point in the form of alternating current, sixty cycles, nominal 4,160 volts, 3 phase, 4 wire.



1.30 Facilities to be Provided by Consumer.

- (a) Consumer shall provide, cause to be provided, or continue to provide (without cost to Seller) permanent easements upon Consumer's property that in the opinion of the Seller are necessary for the construction or continued maintenance of facilities which the Seller or Big Rivers must furnish or has furnished to provide electric service under this Agreement.
- (b) Except as provided in Paragraph 1.40 of this Exhibit, Consumer shall furnish and install, or cause to be furnished or installed, at Consumer's sole expense, such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point, including such protective devices as may be reasonably necessary in the opinion of the Seller to protect the system of the Seller (including the Wholesale Transmission System) from disturbances caused by Consumer ("Consumer's Facilities"). Plans and technical specifications for equipment to be installed for such protection shall be submitted to Seller for prior approval.

1.40 Facilities to be Provided by Seller.

- (a) Seller shall furnish and install, or cause to be furnished and installed, all of the facilities required for the delivery of electric power and energy to the Delivery Point, including the following facilities:
 - (i) One 69,000 volt to 4,160/2,400 volt electrical substation including two 9.375/10.5 MVA power transformers, switchgear, supporting structures, protective devices and associated bus and hardware.
 - (ii) Metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, coordinate and deliver electrical power and energy from Seller's substation to the Delivery Point.

1.50 Construction Standards.

- (a) Consumer shall construct and maintain any Consumer's Facilities it builds or has built under an obligation created by the Agreement for Electric Service in accordance with applicable provisions of the National Electrical Safety Code of the American National Standards Institute (ANSI C) and other applicable laws, codes, and regulations.
- (b) Seller shall have no duty to inspect or approve Con

~~of the National Electrical Safety Code of the American National Standards Institute (ANSI C) and other applicable laws, codes, and regulations.~~

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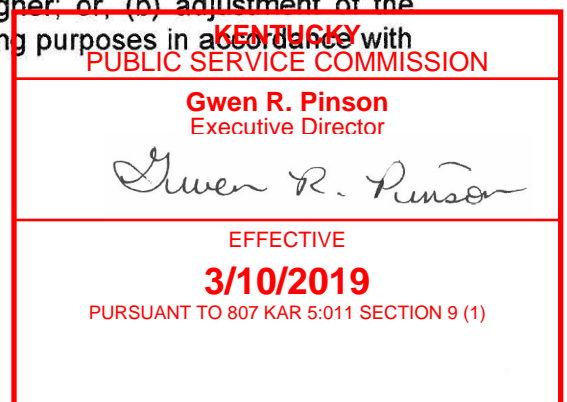
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Conformance with the standards described above. Each party shall own, maintain and operate all facilities it owns, purchases and/or installs.

1.60 Electric Disturbances and Phase Balancing.

- (a) Consumer shall not use the power and energy delivered under this Agreement in such a manner as to cause a System Disturbance (as defined below). A system disturbance is a use of electric power and energy which directly or indirectly results in a risk of harm to human beings or material damage to or interference with the Wholesale Transmission System, a system connected with the Wholesale Transmission System, or facilities or other property in proximity to the Wholesale Transmission System, or the plant, facility, equipment or operations of any other consumer served directly or indirectly from the Wholesale Transmission System (a "System Disturbance"). A System Disturbance includes, but is not limited to: (a) Harmonic Distortion: a level of current harmonic total demand distortion (TDD) measured at a Consumer's Delivery Point that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and, (b) Phase Imbalance: a use of capacity and energy in such a manner that causes a current imbalance between phases greater than 5% at a retail consumer's point of delivery.
- (b) Seller, at its sole discretion, may require Consumer, at Consumer's sole expense, within a reasonable time frame, to make changes in its system as Seller deems to be reasonably necessary to eliminate System Disturbances. If Seller determines that Consumer's use of power and energy creates an imbalance between phases that causes a System Disturbance, and Consumer fails to make changes in its system requested by Seller to correct such condition in the time frame requested by Seller, Seller shall, in its determination of billing demand, until Consumer makes such system changes, assume that the load on each phase is equal to the greatest load on any phase. This determination of billing demand shall not preclude Seller from seeking any other remedies it may have against Consumer due to said failure.
- (c) Consumer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Consumer's power factor is less than 90% at time of maximum load, Seller reserves the right to require Consumer to choose either (a) installation at Consumer's sole expense equipment which will maintain a power factor of 90% or higher; or, (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:



Maximum Actual Measured Kilowatts x 90%
Power Factor (%)

- (d) Consumer acknowledges and agrees that neither Seller nor Big Rivers shall have any responsibility for damage to any property, or to any equipment or devices connected to Consumer's electrical system on Consumer's side of the Delivery Point that results in whole or in part from the acts or omissions of Consumer, its employees, agents, contractors or invitees, or from malfunction of any equipment or devices connected to Consumer's electrical system on Consumer's side of the Delivery Point.

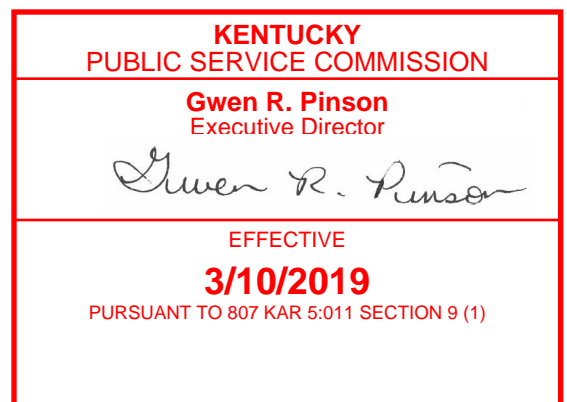
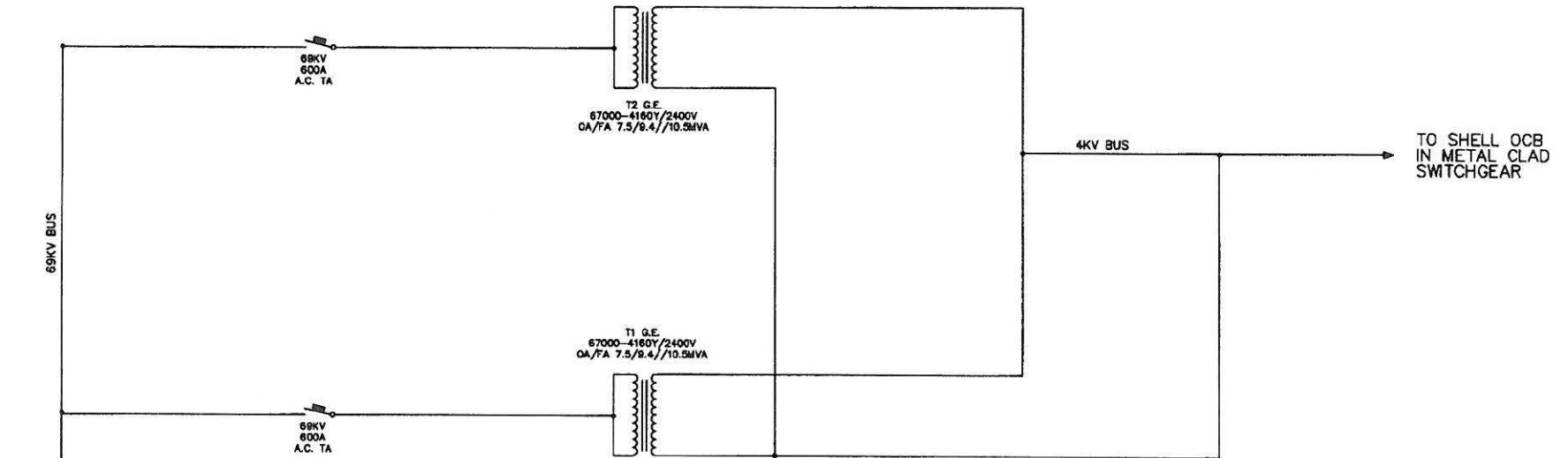


EXHIBIT A-1



69KV
600A

69KV BUS

69KV
600A
A.C. TA

69KV
600A
A.C. TA

BIG RIVERS
69 KV LINE

T2 G.E.
67000-4160Y/2400Y
OA/FA 7.5/9.4/10.5MVA

T1 G.E.
67000-4160Y/2400Y
OA/FA 7.5/9.4/10.5MVA

4KV BUS

TO SHELL OCB
IN METAL CLAD
SWITCHGEAR

REDRASH FROM CUSTOM-TRIG. DIV 74810		6-4-74
1	6-21-65 J.L.	REPLACED EXISTING OVERHEAD LINES WITH NEW OVERHEAD LINES. ADDED 600A-1 2.5 IN. SW. REPLACED BY ELECTROTECH L&L, RESISTOR 94 DEVICE. S.A. 652
Gwen R. Pinson Executive Director		Jackson Purchase Electric Executive Committee
EFFECTIVE		SHL-2

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Jackson Purchase Energy Corp.
 FOR Entire Territory Served
 Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 14

CANCELLING P.S.C. KY NO. 19

SHEET NO. 14

RATES AND CHARGES
 SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

Applicability

Entire service territory.

Availability of Service

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

Type of Service

Single phase or three phase, 60 cycle at available voltages.

Rates

Facilities Charge:	Per month	\$48.42	R
Demand Charge:	Per kW per month	\$9.00	R
Energy:			
First	200 kWh per kW per month	\$0.062202 per kWh per month	R
Next	200 kWh per kW per month	\$0.052104 per kWh per month	R
Next	200 kWh per kW per month	\$0.046973 per kWh per month	R
Over	600 kWh per kW per month	\$0.041993 per kWh per month	R

DATE OF ISSUE May 14, 2014
 Month / Date / Year

DATE EFFECTIVE February 1, 2014
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

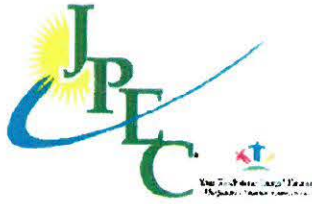
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PUBLIC SERVICE COMMISSION**

**JEFF R. KENTUCKY
PUBLIC SERVICE COMMISSION**

TARIFF BRANCH
Gwen R. Pinson
 Executive Director

Gwen R. Pinson

2/1/2014
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)
3/10/2019
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)



FOR Jackson Purchase Energy Corp.
Entire Territory Served
Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 15

CANCELLING P.S.C. KY NO. 19

SHEET NO. 15

RATES AND CHARGES
SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 KW

The monthly billing shall be the sum of the Facilities Charge, Demand Charge, Energy Charge, any applicable Adjustment Clause, and applicable taxes.

Determination of Billing Demand

The billing demand shall be the maximum integrated thirty (30) minute demand of the Member at the Member's delivery point as indicated or recorded by a demand meter. Member shall maintain a power factor at the delivery point as nearly practical to unity (100%). Power factor during normal operation may range from unity to ninety percent (90%). If Member's power factor is less than ninety percent (90%) at time of maximum load, JPEC reserves the right to adjust the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\text{Monthly Billing Demand (kW)} = \frac{\text{Maximum Actual Measured Demand (kW)} \times 90\%}{\text{Power Factor (\%)}}$$

Monthly Demand Charge

The monthly demand charge under this schedule shall be determined from the greater of (1), (2), (3) or (4), except as noted below:

1. The maximum kW demand registered in the current billing period applied to current demand charge.
2. The maximum power factor adjusted demand registered in the current billing period applied to current demand charge.
3. The capacity charge based on the applicable installed transformer capacity in accordance with the following formula:

$$\text{Capacity Charge} = \text{Installed Transformer Capacity (kW)} \times \$1.00 \text{ per kW}$$

4. Twenty percent (20%) of the agreement or contract capacity, based on the expected or requested maximum kW demand upon the system, applied to current demand charge.

DATE OF ISSUE March 27, 2013
Month / Date / Year

DATE EFFECTIVE June 1, 2011
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057 DATED January 29, 2013

KENTUCKY PUBLIC SERVICE COMMISSION

KENTUCKY PUBLIC SERVICE COMMISSION

TARIFF BOARD
Gwen R. Pinson
Executive Director

Gwen R. Pinson

2/1/2014 EFFECTIVE
PURSUANT TO 807 KAR 5:011 SECTION 9(1)
3/10/2019
PURSUANT TO 807 KAR 5:011 SECTION 9(1)



FOR Jackson Purchase Energy Corp.
Entire Territory Served
Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 16

CANCELLING P.S.C. KY NO. 19

SHEET NO. 16

RATES AND CHARGES
SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

For Members who receive service at primary voltage (7,200 volts or greater), 3. above shall not be applicable and the factor in 4. above shall be ten percent (10%).

Terms and Conditions

Service will be furnished under JPEC's Rules and Regulations applicable hereto.

Compensating starting equipment may be required for all motors rated fifteen (15) horsepower or greater, and for smaller motors when specified by JPEC because of power line characteristics. All wiring, pole lines and other electrical equipment (except metering equipment), starters, switches and fuses beyond the delivery point will be considered the distribution system of the Member and shall be furnished and maintained by the Member.

Delivery Point

The point of delivery of electric power and energy shall be the connection between conductors furnished and installed by JPEC and the conductors furnished and/or installed by the Member. JPEC may furnish a meter base to the Member, which shall be installed by the Member in the Member's service entrance facilities. The Member's conductors may be terminated by JPEC at a location as determined by JPEC.

Primary Service

A two and one-half percent (2 1/2%) primary discount will be applied to rates in the bill, including minimum charge, of any primary delivery Member who has a demand of 100 kW or more during the billing period. For those Members with demand less than 100 kW, two and one-half percent (2 1/2%) primary discount shall not be applicable in order to offset the additional equipment costs of the primary metering installation. Primary service under this rate schedule is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. Primary metering installations shall be evaluated on an individual basis.

DATE OF ISSUE March 27, 2013
Month / Date / Year

DATE EFFECTIVE June 1, 2011
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057 DATED January 29, 2013

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. KENTUCKY PUBLIC SERVICE COMMISSION
 TARIFF BRANCH
Gwen R. Pinson
 Executive Director

Gwen R. Pinson

2013
 EFFECTIVE
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)
3/10/2019
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)



FOR Jackson Purchase Energy Corp.
Entire Territory Served
 Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 17

CANCELLING P.S.C. KY NO. 19

SHEET NO. 17

RATES AND CHARGES
SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

Adjustment Clauses

The bill amount computed at the rates specified above shall be increased or decreased in accordance with:

Franchise Fee Rider	Sheet 112	T
School Tax	Sheet 114	T
Fuel Adjustment Clause (FAC)	Sheet 115	T
Environmental Surcharge (ES)	Sheet 117	T
Unwind Surcredit Adjustment Clause (USAC)	Sheet 119	T
Rebate Adjustment (RA)	Sheet 121	T
Member Rate Stability Mechanism (MRSM)	Sheet 123	T
Rural Economic Reserve (RER)	Sheet 125	T
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129	T

Payment Terms

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE July 3, 2014
Month / Date / Year

DATE EFFECTIVE February 1, 2014
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. KENTUCKY
PUBLIC SERVICE COMMISSION**

TARIFF BRANCH
Gwen R. Pinson
 Executive Director

Gwen R. Pinson

2/11/2014
 EFFECTIVE
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)
3/10/2019
 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

AGREEMENT FOR ELECTRIC SERVICE_Final






Adobe Sign Document History

10/11/2018

AGREEMENT FOR ELECTRIC SERVICE
I, the undersigned, hereby agree to the terms and conditions of the Agreement for Electric Service, as set forth in the attached document. I understand that this Agreement is a contract and that I am entering into it voluntarily and without any duress, coercion, or undue influence. I have read the Agreement and understand its contents. I agree to be bound by the terms and conditions of the Agreement, and I agree to hold the other party harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the other party in connection with the performance or non-performance of the Agreement. I agree to indemnify and hold the other party harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the other party in connection with the performance or non-performance of the Agreement. I agree to execute and deliver all documents and instruments necessary to carry out the terms and conditions of the Agreement. I agree to execute and deliver all documents and instruments necessary to carry out the terms and conditions of the Agreement. I agree to execute and deliver all documents and instruments necessary to carry out the terms and conditions of the Agreement.

Created:	10/11/2018
By:	Alesha Radabaugh (anradabaugh@marathonpetroleum.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdKYbEgqgY68V0lrITFJENGTz565QC5r

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



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3/10/2019

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