

**AGREEMENT FOR ELECTRIC SERVICE**

**THIS AGREEMENT FOR ELECTRIC SERVICE** (“Agreement”) is made and entered into as of the 4<sup>th</sup> day of January, 2023, between **KENERGY CORP.**, a Kentucky rural electric cooperative corporation, with its principal office located at 6042 Old Corydon Road, P.O. Box 18, Henderson, Kentucky, 42419-0018 (“Seller”), and **PRATT PAPER (KY), LLC**, a Delaware limited liability company (“Customer”), with a service address at the facility Customer intends to construct and operate at 6303 Highway 425 West, Henderson, Kentucky 42420 (the “Facility”). Seller and Customer are individually referred to herein as a “Party” and collectively as the “Parties.”

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

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

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

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

**ARTICLE I**  
**GENERAL OBLIGATIONS**

1.01 Basic Obligations of the Parties. Seller shall supply, sell, and deliver to Customer, and Customer shall accept and pay for all of the electric power and energy used by it in the operation of the Facility, up to the Maximum Contract Demand as defined in Section 2.04(b) of this Agreement, subject to the terms and conditions set forth herein. The electric service provided hereunder is subject to the rules, regulations, and orders of the Public Service Commission of Kentucky (the “Commission”) as may be applicable and effective from time to time. Except as otherwise provided herein, this Agreement contains the exclusive terms on which Seller will provide electric service to the Facility during the term of this Agreement.

1.02 Membership. Customer shall be a member of Seller, and shall be bound by applicable tariffs, rules, and regulations as may from time to time be adopted by Seller, subject to the specific terms and conditions of this Agreement.

1.03 Performance by Seller. Customer acknowledges and agrees that, to the extent Big Rivers has a corresponding or related obligation to Seller under the Wholesale Power Agreement, Seller’s performance of an obligation under this Agreement (i) is subject to and conditioned upon Big Rivers’ performance of such corresponding or related obligation to Seller, ~~and (ii) may be undertaken by Big Rivers and that such performance of corresponding or related obligations by Big Rivers will satisfy Seller’s performance obligations hereunder.~~ Big Rivers shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and Big Rivers may enforce any such covenant by action in its own name or may require Seller to enforce such covenant for and on behalf of Big Rivers.

1.04 Description of the Facility. The Facility shall consist facility to be operated by Pratt (Henderson Corrugating), LLC, a Delaw

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
*Linda C. Bridwell*  
Executive Director

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located at 6305 Highway 425 West, Henderson, Kentucky 42420 (the “Corrugator”) and a paper mill facility to be operated by Customer and located at 6303 Highway 425 West, Henderson, Kentucky 42420 (the “Mill”).

ARTICLE II  
SERVICE CHARACTERISTICS

2.01 Delivery Point and Character of Service. The “Delivery Point” of the electric power and energy made available under this Agreement shall be at the 12.47 kV low-side busing of the 161/12.47 kV transformer in the new, Seller provided substation(s), equipped with both a primary and standby transformer, to be located on a mutually agreed location as defined in Section 2.08(b)(1). The electric power and energy delivered under this Agreement will be in the form of three-phase alternating current (60 hertz) at nominal 12.470 kV voltage level.

2.02 Service Restriction. Customer may self-generate power for any power requirements at the Facility beyond the Maximum Contract Demand. Any supplementary, back-up, or similar service to support any customer-owned generation will be subject to Seller’s then-existing Standby Service tariff, or any successor tariff.

2.03 Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder; provided, however, the Mill may submeter electric power and energy furnished hereunder to the Corrugator.

2.04 Contract Demand.

(a) “Billing Demand” shall be considered equal to the highest integrated 30-minute clock-hour non-coincident peak demand during a billing month; provided, however, that the Billing Demand for any billing month shall not be less than 60% of the Maximum Contract Demand.

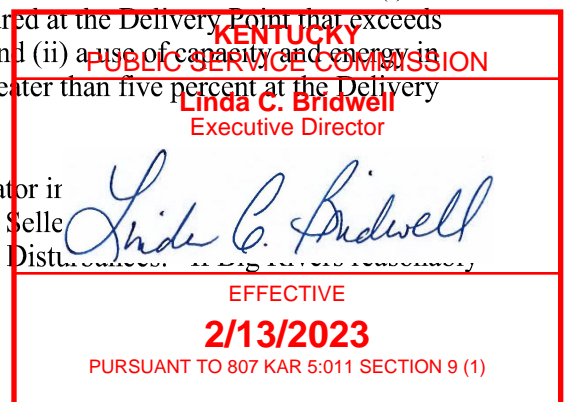
(b) Customer’s maximum Billing Demand in any billing month during the Term of this Agreement (the “Maximum Contract Demand”) shall be [REDACTED]

(c) Seller shall not be obligated under this Agreement to supply capacity in excess of the Maximum Contract Demand.

2.05 System Disturbances; Obligation for Damages.

(a) A “System Disturbance” shall be deemed to exist if the use of power by Customer directly or indirectly results in a risk of harm to human beings or material damage to or substantial interference with the functioning of Big Rivers’ generating system or transmission system, Seller’s distribution system, or the plant, facility, equipment or operations of any customer of one of Big Rivers’ distribution cooperative members. A System Disturbance includes, but is not limited to: (i) a level of current harmonic total demand distortion (“TDD”) measured at the Delivery Point that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and (ii) a use of capacity and energy in such a manner that causes a current imbalance between phases greater than five percent at the Delivery Point.

(b) In its role as Local Balancing Area Operator or System Operator, Inc. (“MISO”) and reader of the meters serving Seller, Seller shall have the responsibility for determining the existence and source of System Disturbances.



believes that Customer is responsible for a System Disturbance, it shall provide notice to Seller and Customer, and Customer may take, but shall not be obligated to take, appropriate action at its sole expense to cure, correct or suppress such System Disturbance. If Customer declines for any reason to take action to correct the System Disturbance, then Seller shall undertake, or cause Big Rivers to undertake, appropriate action to cure, correct or suppress such System Disturbance. Customer shall be obligated to reimburse Seller for all costs incurred by Seller or Big Rivers to cure, correct or suppress such System Disturbance, provided that such action was successful in curing, correcting or suppressing such System Disturbance, and further providing Customer is determined to be the cause of such System Disturbance.

(c) Customer acknowledges and agrees that Seller nor Big Rivers shall have any responsibility for damage to any property, or to any equipment or devices connected to Customers' electrical system on Customer's side of the Delivery Point to the extent such damage results from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point.

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

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

2.07 Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service to Customer shall be furnished, installed, operated, and maintained by Seller or Big Rivers, and shall be and remain the property of Seller or Big Rivers. Any submetering equipment that Customer desires for submetering power used by the Corrugator shall be furnished, installed, operated, and maintained by Customer, and shall be and remain the property of Customer.

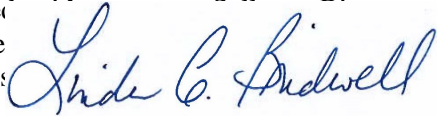
(b) Each meter provided by Seller or Big Rivers shall be read on or about the first day of each month, or such other day as the Parties may mutually agree upon, by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.

(c) All inspections and testing of metering equipment shall be performed in accordance with the Commission's applicable rules and regulations.

2.08 Easements and Facilities Provided by Customer.

(a) Customer shall furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point.

(b) Customer shall provide or cause to be provided by Seller or Big Rivers, the following facilities which are or may be necessary for Seller's facilities of Customer with retail electric service and for Big Rivers to provide corresponding wholesale electric service:

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

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1. Adequate sites for the construction and erection of such new substations and other facilities and future alterations to such new facilities as may from time to time be necessary to serve Customer, at such locations and of such dimensions as mutually agreed upon with the fee simple title thereto in form and substance reasonably acceptable to Seller and Big Rivers, rough graded to Seller's or Big Rivers' requirements, as may be from time to time required by Seller or Big Rivers;

2. Easements for rights-of-way upon Customer's property, at such locations and of such dimensions as determined by Seller or Big Rivers and which are necessary for the construction of facilities which Seller or Big Rivers must furnish to provide electric service under this Agreement. If Customer wishes to move any such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense;

3. An easement for ingress and egress for the exercise by Seller or Big Rivers of Seller's rights under this Agreement; and

4. Facilities for Big Rivers' metering equipment.


(c) Customer shall pay for the actual cost of the distribution facilities needed for Seller to provide power during the construction through the commercial operation of the Facility ("Construction Power"). Customer has already paid, and Seller acknowledges receipt of, a prepayment of [REDACTED] Seller may adjust for additional distribution facilities not included in this current estimate. This prepayment will be true-up to actual upon Seller's completion of the facilities, with Seller timely reimbursing Customer the difference if the actual cost is less than the prepayment, and Customer making a timely true-up payment if the actual cost is more than the prepayment.

2.09 Facilities Provided by Seller.

(a) Except as otherwise set forth in this Agreement, Seller shall furnish or cause to be furnished, at no extra charge to Customer, all of the transmission facilities required for the delivery of electric power and energy to the Delivery Point at 12.47 kV, including metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, and coordinate the delivery of electrical power and energy between Seller's and Customer's facilities. Seller shall make commercially reasonable effort to have the supplied facilities complete and operational by July 1, 2023, or sooner if reasonably possible.

(b) Construction Power. The rates applicable to Construction Power (up to 1.5 MW, and through the commercial operation of the project) will be under Seller's Rate Schedule 5 (for a demand of 1,000 kW or less) or 7 (for a demand of 1,000 kW or more), with no Economic Development Rate Credit applicable to Construction Power. Seller's Rate Schedule 5 and Rate Schedule 7 are each attached hereto and incorporated herein by reference as Exhibits D and E, respectively. The rates applicable to power provided after commercial operation will be the rates in this Agreement. Seller has furnished or caused to be furnished facilities required for the delivery of Construction Power during Customer's site development and building construction period.

(c) The rates applicable to this backup power provided by Seller to Customer will be under Seller's Rate Schedule 5, with no Economic Development Rate Credit being applied, or Schedule 7 (for a demand of 1,000 kW or more), with no Economic Development Rate Credit applicable to Construction Power.

<b>KENTUCKY</b> <b>Public Service Commission</b> <b>André C. Brawley</b> <b>Executive Director</b>

<b>EFFECTIVE</b> <b>2/13/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

2.10 Operation and Maintenance of Facilities.

(a) Seller shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it or by Big Rivers and required to supply retail electric service to Customer in accordance with the terms of this Agreement.

(b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that Seller shall have no duty to inspect such facilities for compliance therewith.

(c) Nothing in this Agreement shall be construed to render either Party liable for any claim, demand, cost, loss, cause of action, damage, or liability of whatsoever kind or nature arising out of or resulting from the construction, operation, or maintenance of such Party's electric system or electric systems connected to such Party's electric system.

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

2.12 Termination Charges. If this Agreement expires or is terminated for any reason, Customer shall pay Seller and Seller shall pay Big Rivers, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, a "Transmission Facilities Termination Charge" and an "EDR Termination Charge" in accordance with Exhibit B hereto.

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

2.14 Demand-side resource programs. Customer may participate in a load modifying resource or other demand-response program but only through an applicable tariff of Seller or Big Rivers, or through a separate contract entered into with Big Rivers.

ARTICLE III  
PAYMENT

3.01 Rates. During the Term of this Agreement but after the Construction Power phase:

(a) Customer shall take service from Seller at the rates set forth in Seller's Schedule 34 and Schedule 35, as applicable, a copy of which are attached hereto as Exhibits F and G and incorporated herein by reference, and under any other applicable tariffs of Seller, as they may be amended from time to time, or any successor tariff(s), all of which are incorporated herein by reference, subject to the Economic Development Rate ("EDR") credit set forth in Exhibit C hereto.

(b) Seller shall take service from Big Rivers under the applicable tariff of Big Rivers to Seller and the applicable Customer ("LIC") tariff as such tariff may be amended from time to time of Big Rivers, or any successor tariff(s), all of which are incorporated herein by reference, subject to the EDR credit.

KENTUCKY  
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EFFECTIVE  
2/13/2023  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(c) Notwithstanding the foregoing, to the extent any provision of this Agreement, including the exhibits hereto, are inconsistent with the tariffs referenced in this section, the provisions of the Agreement shall prevail.

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

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

Kenergy Corp.  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018

Such payments shall be due on the 15<sup>th</sup> day of each month for service furnished during the preceding monthly billing period (the “Due Date”). If payment in full is not paid on or before the Due Date, or if Customer fails to maintain adequate credit support or payment security as required hereunder, Seller may discontinue service to the Customer without further action on the part of Seller by giving the Customer written notice at least ten (10) calendar days in advance of its intention to do so; provided, however, that such discontinuance of service shall not relieve the Customer of any of its obligations under this Agreement or limit Seller’s other remedies under this Agreement. Simple interest equal to the then-effective prime commercial lending rate as published in the “Money Rates” section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the Due Date until paid.

In the event any portion of the bill is in bona fide dispute, as a result of metering-related issues or otherwise, Customer shall notify Seller on or before the Due Date of the disputed amount and the reason therefor and shall pay the undisputed amount. The parties shall attempt in good faith to resolve the dispute. If the Parties are unable to agree upon a correct amount within ten (10) business days of Customer’s written notice of the dispute, then the disputed amount shall become due fifteen (15) days after the end of that ten (10) business day period.

3.04 Security for Customer’s Obligations.

(a) Credit Support for Monthly Billing Obligations. Customer shall provide to Big Rivers, prior to the Service Commencement Date defined in Section 11.03, a cash deposit or an irrevocable bank standby letter of credit representing two (2) months of estimated billing, currently estimated to be [REDACTED] as security for the payment of its monthly billing obligations. In the event Customer fails to pay any undisputed monthly billing invoice to Seller by the Due Date, after notifying Customer of its intent to do so, Big Rivers may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support on any other agreement between Customer and Seller for payment provided by Customer to satisfy any unpaid invoices. Big Rivers may increase or decrease the required amount of this payment security as necessary based on estimated increases or decreases in Customer’s bills. Customer shall provide the level of credit support required by Big Rivers within 15 business days after each such adjustment.

(b) Credit Support for Termination Charges.

1. As security for payment of the Transmission Charge described in Exhibit B of this Agreement, Customer shall provide the level of credit support required by Big Rivers within 15 business days after each such adjustment. The Agreement is signed and maintained until the Transmission Facilities Termination Date.



dollars (\$0), which is projected to occur within ten (10) years after the commencement of the transmission facilities improvements, a parent guarantee equal to the Transmission Facilities Termination Charge as detailed in Exhibit B. In addition, Customer has provided Big Rivers a surety bond, and Customer shall maintain, for three (3) years after commercial operation, that bond or a replacement bond reasonably acceptable to Big Rivers, in an amount equal to the Transmission Facilities Termination Charge.

2. As security for payment of the EDR Termination Charge as detailed in Exhibit B, Customer shall provide, at the time Customer becomes entitled to an EDR credit, and thereafter maintain, a cash deposit or an irrevocable bank letter of credit acceptable to Big Rivers in an amount equal to the total amount of the EDR credits that remain subject to refund.

3.05 Financial Statements. The Mill shall provide Seller and Big Rivers with the Mill's and the Mill's parent's audited financial statements upon written request; and both Seller and Customer may seek additional assurances should the Mill's or the Mill's parent's financial health diminish.

#### ARTICLE IV CONTINUITY OF SERVICE

4.01 Continuity of Service. 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 from maintenance and similar temporary outages or a Force Majeure Event, and neither Seller nor Big Rivers shall be responsible for damages to Customer occasioned by maintenance and similar temporary outages or a Force Majeure Event, as defined in Section 4.02 of this Agreement. For scheduled maintenance that requires power interruption, Seller shall make commercially reasonable efforts to provide at least sixty (60) days' notice to Customer and shall coordinate with Customer on dates of any power interruption so as to minimize disruption and impact upon Customer operations.

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

#### ARTICLE V RIGHT OF ACCESS

5.01 Duly authorized representatives of the Seller shall be permitted to enter the Customer's premises at all reasonable times and upon forty-eight (48) hours' notice (except in emergency situations) in order to carry out the provisions hereof.



Customer's safety, health and other rules, regulations and procedures at all times while on Customer's premises.

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

**ARTICLE VI**  
**EVENTS OF DEFAULT AND REMEDIES**

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

- (a) Subject to the provisions of Section 3.03 hereof, failure by Customer to make any payment in accordance with this Agreement within 5 days of its due date;
- (b) Written notice of a Failure of a Party to perform any material duty imposed on it by this Agreement, including but not limited to the failure to maintain adequate credit support as required in Section 3.04 of this Agreement, that remains uncured for more than five (5) days after the breaching party's receipt of written notice of such breach; or
- (c) Any attempt by a Party to transfer an interest in this Agreement other than as permitted under Subsection 2.03 or Article X of this Agreement.
- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.


Notwithstanding the foregoing, if Customer shall be unable to meet its obligations hereunder, a Customer Event of Default shall not be deemed to have occurred if Customer's lender assumes such obligations on behalf of the bondholders of the City of Henderson, Kentucky, Exempt Facilities Revenue Bonds (Pratt Paper (KY), LLC Project), Series 2022A or the City of Henderson, Kentucky, Exempt Facilities Revenue Bonds (Pratt Paper (KY), LLC Project), Series 2022B.

6.02 **Remedies.** Following the occurrence and during the continuance of an Event of Default by any Party beyond any applicable cure period, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Parties, 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 any Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provision of this Agreement provided in Section 6.03 of this Agreement.

6.03 **LIMITATION OF DAMAGES, EXCEPT AS EXPLICITLY PROVIDED OTHERWISE IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER**

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bidwell  
Executive Director



EFFECTIVE  
2/13/2023  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**OR SELLER (OR BIG RIVERS), OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. CUSTOMER'S OR SELLER'S LIABILITY (AND THE LIABILITY OF 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 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

**ARTICLE VII  
INDEMNIFICATION**

7.01 For purposes of this Section 7.01, the Mill, the Corrugator, Seller, and Big Rivers are each an "Indemnifying Party" when indemnifying; and each are an "Indemnified Party" when being indemnified. The Mill, the Corrugator, Seller, and Big Rivers shall each indemnify and hold each other harmless from and against any and all claims, demands, damages, judgments, losses or expenses, including reasonable attorney fees, asserted against another Indemnified Party arising out of, related to or concerning damage to Seller's distribution facilities, Big Rivers' generation or transmission facilities, or the transmission facilities of any other entity resulting from the Indemnifying Party's operations, activities, or 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 the Indemnified Party. Additionally, the Mill, the Corrugator and Seller each assume all responsibility for the electric service at and from that Party's side of the Delivery Point of electricity and for the wires and equipment used in connection therewith, and will indemnify and hold the other Indemnified Parties harmless from any and all claims for injury or damage to persons or property occurring at and from the Indemnifying Party's side of 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 the Indemnified Party. Big Rivers will indemnify and hold the other Parties harmless from any and all claims for injury or damage to persons or property occurring at and from Seller's side of the Delivery Point of electricity for power is served from Big Rivers' transmission system, 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 the Indemnified Party.

**ARTICLE VIII  
NOTICE**

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 2/13/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

TO CUSTOMER:

PRATT PAPER (KY), LLC  
4004 Summit Boulevard NE  
Suite 1000  
Atlanta, Georgia 30319  
Attn: Stephen Ward  
Chief Financial Officer

A copy of any notice from Seller to Customer shall be given concurrently to Pratt (Henderson Corrugating), LLC, using the same methods of delivery required by this Agreement for notice to Customer, at the following address:

PRATT PAPER (KY), LLC  
4004 Summit Boulevard NE  
Suite 1000  
Atlanta, Georgia 30319  
Attn: Douglas R. Balyeat  
Vice President and General Counsel

TO SELLER:

Kenergy Corporation  
6402 Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018  
Attn: President and CEO

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

President and CEO  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42420

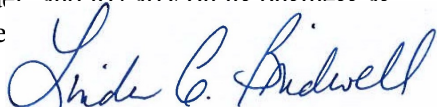
Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party of such change in accordance with this section.

ARTICLE IX  
REPRESENTATIONS AND WARRANTIES

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

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

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
**Executive Director**



**EFFECTIVE**  
**2/13/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

9.02 Representations and Warranties of Customer. Each of the Mill and the Corrugator hereby represents and warrants to Seller as follows:

(a) Each of the Mill and the Corrugator 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.

(b) The execution, delivery, and performance of this Agreement by each of the Mill and the Corrugator have been duly and effectively authorized by all requisite corporate action.

(c) The rates offered to Customer and incorporated into this Agreement were a necessary factor in the decision of Customer to locate its operations in Kentucky. The Mill estimates that its Facility will involve a capital investment of approximately \$465 million. The Mill and the Corrugator, jointly, expect to employ approximately 321 full-time persons at wages averaging nearly \$30 per hour.


**ARTICLE X**  
**ASSIGNMENT AND SUCCESSION**

10.01 No Party shall assign its rights hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a Party may withhold approval of a proposed assignment until it has been provided with all information it may reasonably require regarding the proposed assignee, and it has determined that the proposed assignee has the ability to fulfill assignor's obligations hereunder to the reasonable satisfaction of the Party following the proposed assignment. No assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assigns of the respective Parties hereto. Notwithstanding the foregoing, any Party may make a collateral assignment of this Agreement to its lenders without consent of the other Parties hereto.

**ARTICLE XI**  
**TERM, TERMINATION, AND SERVICE COMMENCEMENT DATE**

11.01 Term. This Agreement shall become effective upon the satisfaction or waiver of the contingencies referred to in Section 12.01 of this Agreement and shall remain in effect for twenty (20) years following the Service Commencement Date, as defined in Section 11.03 (the "Term"). At the end of the initial twenty-year Term, the Term will automatically be extended for successive one-year evergreen renewal terms unless terminated in accordance with Section 6.02 or Section 11.02.

11.02 Termination. Any Party may terminate this Agreement at the expiration of the initial Term or any subsequent one-year renewal term by giving the other Parties at least one year's written notice. Termination shall not affect any obligation accrued prior to such termination or any other obligation which, pursuant to the terms of this Agreement, survives termination.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b> <b>Linda C. Bridwell</b> <b>Executive Director</b>

<b>EFFECTIVE</b> <b>2/13/2023</b> <b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

11.03 “Service Commencement Date” shall mean the date on which the Mill commences commercial operations at the Facility, and such date shall be specified by Customer, but shall be on or about July 1, 2023.

**ARTICLE XII**  
**APPROVAL AND EFFECTIVE DATE**

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

- (a) approvals of this Agreement and a corresponding amendment to the Wholesale Power Agreement are received from (i) the Commission; and (ii) the Rural Utilities Service (“RUS”); or the Parties and Big Rivers waive such approvals; and
- (b) the items of security for Customer’s obligations provided for in Section 3.04 hereto have been delivered and are in full force and effect, including but not limited to the Mill’s Parent Guarantee, duly authorized, executed and delivered by the Mill’s Parent.

**ARTICLE XIII**  
**MISCELLANEOUS**

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

13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of law rules. 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 shall submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be Henderson County, Kentucky.

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

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

13.05 Counterparts and Electronic Signatures and Delivery. in any number of counterparts, which together will constitute but one a counterpart will have the same force and effect as if they were one orig

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
 <b>Linda C. Bridwell</b> Executive Director
<b>EFFECTIVE 2/13/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving party(ies) may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

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

[SIGNATURE PAGE(S) FOLLOW]



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

KENERGY CORP.

By: Jeff Hohn  
Jeff Hohn  
President and CEO

PRATT PAPER (KY), LLC

By: D.J. Kyles  
Printed Name: D.J. Kyles  
Title: Vice President and Treasurer



PRATT (HENDERSON CORRUGATING), LLC

By: D.J. Kyles  
Printed Name: D.J. Kyles  
Title: Vice President and Treasurer



Title: Vice President and Treasurer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
EFFECTIVE <b>2/13/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# EXHIBIT A

## Transmission Facilities Improvements

To provide service to Customer, Seller anticipates constructing, or causing to be constructed, the following transmission facilities:

Project Description	Estimated Cost of Construction
South Henderson 161 kV Switching Station	\$6,070,000
Henderson Paper Mill (HPM) 161/12.47 kV Substation	\$4,755,000
*South Henderson 161 kV T-Line	\$9,375,000
TOTAL Estimated Transmission Facilities Cost	\$20,200,000

\* A 7.5 mile, 161 kV transmission line circuit from the new South Henderson Switching Station to the new Henderson Paper Mill (HPM) Substation, requiring new right-of-way to and from the new substations and the re-routing and re-termination of three existing 161 kV lines (Henderson, Reid, and HMP&L 4) into the new South Henderson Switching Station.

Exhibit A

Page 1



# EXHIBIT B

## TERMINATION CHARGES

### A. TRANSMISSION FACILITIES TERMINATION CHARGE

If this Agreement expires or is terminated for any reason, Customer shall pay Seller and Seller shall pay Big Rivers, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, a Transmission Facilities Termination Charge equal to Big Rivers' actual cost of the transmission facilities ("Transmission Facilities Costs") constructed to provide service to Customer, which amount is estimated to be \$20.2 million as of August 5, 2021, reduced by [REDACTED] month of demand. For example:

YEAR 1 EXAMPLE		
Transmission Facilities Cost		\$20,200,000
Customer Credit:		
Monthly Demand	[REDACTED]	
x Number of Months	x 12 months	
x Credit Per MW-Month	x [REDACTED]	
Total Credit for Year 1		[REDACTED]
Remaining Transmission Facilities Termination Charge After Year 1		[REDACTED]

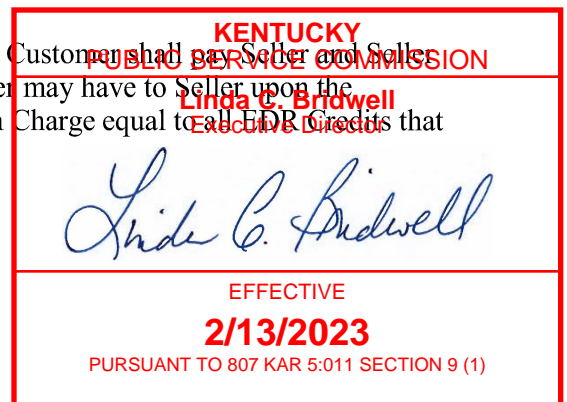
If this Agreement expires or is terminated for any reason prior to the completion of the transmission projects required to serve Customer, the Transmission Facilities Cost shall include all costs that Big Rivers has incurred or that are unavoidable as of the date of expiration or termination of this Agreement. Transmission Facilities Costs shall include any costs incurred by Big Rivers to construct the transmission facilities to serve customer prior to the Effective Date of this Agreement.

### B. EDR TERMINATION CHARGE

If this Agreement expires or is terminated for any reason, Customer shall pay Seller and Seller shall pay Big Rivers, in addition to any other obligations Customer may have to Seller upon the expiration or termination of this Agreement, an EDR Termination Charge equal to all EDR Credits that Customer is required to refund, as specified in Exhibit C hereto.

Exhibit B

Page 1





1 **EXHIBIT C**

2 **Economic Development Rate Credit**

- 3 A. EDR Credit. Customer will receive an EDR credit on its load less 1 MW for five consecutive  
4 years of the term. The EDR credit will equal 90% of the Demand Charge under Big Rivers' LIC  
5 rate schedule. Customer has the option to elect to begin receiving the five-year EDR credit at the  
6 beginning of any of the first six years of the term.
- 7 B. Full-Rate Obligation. For every MW-month that Customer receives an EDR credit, Customer  
8 must take a MW-month at the full tariff rate (i.e., Seller's tariff rate without any EDR credit) (the  
9 "Full-Rate Obligation"). If this Agreement expires or is terminated for any reason before  
10 Customer fulfills its Full-Rate Obligation, Customer shall refund to Seller, and Seller shall refund  
11 to Big Rivers, the EDR credits Customer received for any MW-months for which Customer did  
12 not fulfill its Full-Rate Obligation.
- 13 C. Load receiving the EDR Credit will not be eligible to receive credits under Big Rivers' or Seller's  
14 Members Rate Stability Mechanism ("MRSM") tariffs.
- 15  
16  
17  
18  
19

Exhibit C

Page 1




# EXHIBIT D

## Kenergy Rate Schedule 5

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**2/13/2023**

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Eighth Revised SHEET NO. 5

CANCELLING PSC NO. 2

Seventh Revised SHEET NO. 5

CLASSIFICATION OF SERVICE
Schedule 5 - Three-Phase Demand (Non-Residential)
Non-Dedicated Delivery Points (0 - 1,000 KW)

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for three-phase customers (non-residential) with a metered demand 0 - 1,000 KW for all uses served from non-dedicated delivery points.

TYPE OF SERVICE

The electric service furnished under this schedule will be three-phase, 60 cycle, alternating current at available nominal voltage.

AGREEMENT

An "Agreement for Purchase of Power" may be required of the customer for service under this schedule, in accordance with investment to serve and as mutually agreed to by both parties. For any type of service that is not considered permanent, see tariff Sheet No. 138.

RATE

R Customer Charge per Delivery Point..... \$45.52 per month

Plus:

Demand Charge of:

R Per KW of billing demand in the month..... \$ 5.78

Plus:

Energy Charges of:

R First 200 KWH per KW, per KWH..... \$0.08749

R Next 200 KWH per KW, per KWH..... \$0.06710

R All Over 400 KWH per KW, per KWH..... \$0.05940

DATE OF ISSUE May 14, 2014

Month / Date / Year

DATE EFFECTIVE February 1, 2014

Month / Date / Year

ISSUED BY Steve Thompson

(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF RC DEROWEN EXECUTIVE DIRECTOR
Linda C. Bidwell
EFFECTIVE 2/1/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fifth Revised SHEET NO. 5A

CANCELLING PSC NO. 2

Fourth Revised SHEET NO. 5A

<b>CLASSIFICATION OF SERVICE</b>
<b>Schedule 5 – Three-Phase Demand (Non-Residential)</b>
<b>Non-Dedicated Delivery Points (0 – 1,000 KW)</b>

ADJUSTMENT CLAUSES:

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

Renewable Resource Energy Service Rider	Sheets No. 23 - 23D
Fuel Adjustment Rider	Sheets No. 24 - 24A
Environmental Surcharge Rider	Sheets No. 25 - 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 - 28A
Rural Economic Reserve Adjustment Rider	Sheet No. 29
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 - 30A
2017 Billing Gap Recovery Plan Rider	Sheet No. 31

T N

TAXES AND FEES

School Taxes added if applicable.  
Kentucky Sales Tax added if applicable.

FRANCHISE CHARGE


The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt load used by the customer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

DATE OF ISSUE November 23, 2016  
Month / Date / Year

DATE EFFECTIVE January 1, 2017  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Tahda E. Matthews**  
EXECUTIVE DIRECTOR



**1/1/2017**  
EFFECTIVE

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)  
**2/13/2023**

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 5B

CANCELLING PSC NO. 2

Third Revised SHEET NO. 5B

**CLASSIFICATION OF SERVICE**

**Schedule 5 – Three-Phase Demand (Non-Residential)  
Non-Dedicated Delivery Points (0 – 1,000 KW)**

POWER FACTOR ADJUSTMENT

The customer agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus that shall result, during normal operation, in a power factor not lower than 90%. At Kenergy’s option, in lieu of the customers providing the above corrective equipment when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Max. Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at time of maximum load.

PRIMARY SERVICE DISCOUNT

**R** If service is furnished at primary distribution voltage, a discount of \$.65 per KW of Billing Demand will be applied to the monthly bill. Kenergy shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy’s rules and regulations applicable hereto.

DATE OF ISSUE May 14, 2014

Month / Date / Year

DATE EFFECTIVE February 1, 2014

Month / Date / Year

ISSUED BY Steve Thompson  
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF RC DEROWEN  
EXECUTIVE DIRECTOR**

*Linda C. Bidwell*

**EFFECTIVE  
EFFECTIVE  
2/1/2014  
2/1/2023**


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

# EXHIBIT E

## Kenergy Rate Schedule 7

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**2/13/2023**

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Ninth Revised SHEET NO. 7

CANCELLING PSC NO. 2

Eight Revised SHEET NO. 7

CLASSIFICATION OF SERVICE
Schedule 7 - Three-Phase Demand - 1,001 KW and Over
(Non-Dedicated Delivery Points)

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for all three-phase customers with a metered or contract demand 1,001 KW & Over served from a non-dedicated delivery point.

Any service provided under this tariff shall be for a minimum of twelve (12) consecutive months, whereby the customer will be billed a minimum of 1,001 KW for next twelve (12) months.

TYPE OF SERVICE

The electric service furnished under this schedule will be three-phase, 60 cycle, alternating current at available nominal voltage.

RATE

Option A - High Load Factor (above 50%):

Customer Charge per Delivery Point .....975.27 per month

Plus:

Demand Charge of:

I Per KW of Billing Demand ..... \$12.70

Plus:

Energy Charges of:

I First 200 KWH per KW, per KWH .....\$0.054069

I Next 200 KWH per KW, per KWH ..... \$0.049666

I All Over 400 KWH per KW, per KWH .....\$0.047013

Primary Service Discount..... \$.65 per KW

Option B - Low Load Factor (below 50%):

Customer Charge per Delivery Point..... 975.27 per month

Plus:

Demand Charge of:

I Per KW of Billing Demand..... \$7.15

DATE OF ISSUE November 23, 2016
Month / Date / Year

DATE EFFECTIVE May 20, 2016
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY PUBLIC SERVICE COMMISSION
Tahida E. Matthews EXECUTIVE DIRECTOR
[Signature: Linda C. Bidwell]
5/20/2016 EFFECTIVE
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
2/13/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Twelfth Revised SHEET NO. 7A

CANCELLING PSC NO. 2

Eleventh Revised SHEET NO. 7A

CLASSIFICATION OF SERVICE

Schedule 7 – Three-Phase Demand – 1,001 KW and Over (Non-Dedicated Delivery Points)

Plus:

Energy Charges of:

Table with 2 columns: Description and Amount. Rows include First 150 KWH per KW, Over 150 KWH per KW, and Primary Service Discount.

ADJUSTMENT CLAUSES:

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

Table with 2 columns: Rider Name and Sheet No. Rows include Renewable Resource Energy Service Rider, Fuel Adjustment Rider, Environmental Surcharge Rider, Member Rate Stability Mechanism Rider, Rural Economic Reserve Adjustment Rider, Price Curtailable Service Rider, Non-FAC Purchased Power Adjustment Rider, and 2017 Billing Gap Recovery Plan Rider.

TAXES AND FEES

School Taxes added if applicable. Kentucky Sales Tax added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

AGREEMENT

An Agreement for Purchase of Power shall be executed by the member for service under this schedule. Existing members before January 1, 2017 will be grandfathered and may not have an agreement. The monthly facilities charge shall be in accordance with the investment to serve and cover cost of service. For any type of service that is not considered permanent, see tariff Sheet No. 138.



DATE OF ISSUE November 23, 2016 Month / Date / Year

DATE EFFECTIVE January 1, 2017 Month / Date / Year

ISSUED BY [Signature] (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

Red-bordered box containing Kentucky Public Service Commission logo, Executive Director name (Tahda E. Matthews), signature (Linda C. Bidwell), and effective date (1/1/2017) with regulatory references.





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 7B

CANCELLING PSC NO. 2

Third Revised SHEET NO. 7B

**CLASSIFICATION OF SERVICE**

**Schedule 7 – Three-Phase Demand – 1,001 KW and Over  
(Non-Dedicated Delivery Points)**

OPTION A OR B RATE SELECTION

The option chosen by the customer will remain in effect for a minimum of twelve months. Thereafter, the customer may, upon request, transfer from one option to the other after twelve months of service under the option previously chosen.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the greater of the actual maximum kilowatt demand used by the customer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter or the minimum contract demand, which must equal or exceed 1,001 KW.

POWER FACTOR ADJUSTMENT

The customer agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90%.

At Kenergy's option, in lieu of the customers providing the above corrective equipment, when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Max. Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at time of maximum load.

PRIMARY SERVICE DISCOUNT

**R** If service is furnished at primary distribution voltage, a discount of \$.65 per KW of Billing Demand will be applied to the monthly bill. Kenergy shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

ALL OTHER RULES AND REGULATIONS

Service will be furnished under Kenergy's rules and regulations applicable hereto.

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

DATE EFFECTIVE February 1, 2014  
Month / Date / Year

ISSUED BY Steve Thompson  
(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF RC DEROWEN  
EXECUTIVE DIRECTOR**

*Linda C. Bidwell*

**EFFECTIVE  
EFFECTIVE  
2/1/2014  
2/17/2023**


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

# EXHIBIT F

## Kenergy Rate Schedule 34

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**2/13/2023**

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Ninth Revised SHEET NO. 34
CANCELLING PSC NO. 2
Eight Revised SHEET NO. 34

CLASSIFICATION OF SERVICE
Schedule 34 – Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) – (Class B)

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

To existing members, Aleris and Kimberly Clark, and new members executing special contracts approved by the Kentucky Public Service Commission for load requirements exceeding 30,000 KW billing demand.

RATE:

Customer Charge.....\$1,028 per month
Plus Demand Charge of:
per KW of Billing Demand in Month.....\$10.715
Plus Energy Charge of:
per KWH.....\$0.038216

ADJUSTMENT CLAUSES:

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:
Renewable Resource Energy Service Rider Sheets No. 23 – 23D
Fuel Adjustment Rider Sheets No. 24 – 24A
Environmental Surcharge Rider Sheets No. 25 – 25A
Member Rate Stability Mechanism Rider Sheets No. 28 – 28A
Price Curtailable Service Rider Sheets No. 42 – 42C
Non-FAC Purchased Power Adjustment Rider Sheets No. 30 – 30A

AGREEMENT

An “agreement for purchase of power” shall be signed by any new member prior to service under the rate.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105

DATE OF ISSUE November 23, 2016
Month / Date / Year
DATE EFFECTIVE January 1, 2017
Month / Date / Year
ISSUED BY [Signature]
(Signature of Officer)
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. DATED

KENTUCKY PUBLIC SERVICE COMMISSION
Tahida B. Matthews EXECUTIVE DIRECTOR
[Signature: Linda C. Bidwell]
1/1/2017 EFFECTIVE
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
2/13/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Eight Revised SHEET NO. 34A

CANCELLING PSC NO. 2

Seventh Revised SHEET NO. 34A

CLASSIFICATION OF SERVICE

Schedule 34 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) – Class B With Self-Generation

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

To existing member Domtar, and new members executing special contracts approved by the Kentucky Public Service Commission for load requirements exceeding 30,000 KW billing demand including KWH consumed at site.

RATE:

Rates

Customer Charge.....\$1,028 per month

Plus:

Demand Charge of:

per KW of Firm Billing Demand in Month..... \$10.715

Plus:

Energy Charge of:

per KWH.....\$0.038216

NOTE: Charges for backup and replacement power are billed per contract, which includes a \$0.000166 retail adder per KWH Consumed At Site.

ADJUSTMENT CLAUSES:

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

Renewable Resource Energy Service Rider	Sheets No. 23 – 23D
Fuel Adjustment Rider	Sheets No. 24 – 24A
Environmental Surcharge Rider	Sheets No. 25 – 25A
Member Rate Stability Mechanism Rider	Sheets No. 28 – 28A
Price Curtailable Service Rider	Sheets No. 42 – 42C
Non-FAC Purchased Power Adjustment Rider	Sheets No. 30 – 30A

DATE OF ISSUE November 23, 2016

Month / Date / Year

DATE EFFECTIVE January 1, 2017

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY PUBLIC SERVICE COMMISSION

Tahida E. Matthews EXECUTIVE DIRECTOR

[Signature]

1/1/2017

EFFECTIVE 2/13/2023

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

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Third Revised SHEET NO. 34B

CANCELLING PSC NO. 2

Second Revised SHEET NO. 34B

CLASSIFICATION OF SERVICE

Schedule 34 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) – Class B With Self-Generation

AGREEMENT

An "agreement for purchase of power" shall be signed by any new customer prior to service under the rate.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

DATE OF ISSUE May 14, 2014

Month / Date / Year

DATE EFFECTIVE February 1, 2014

Month / Date / Year

ISSUED BY Steve Thompson

(Signature of Officer)

TITLE Vice President - Finance

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00385 DATED April 25, 2014

KENTUCKY PUBLIC SERVICE COMMISSION

JEFF RC DEROWEN EXECUTIVE DIRECTOR

Linda C. Bidwell

EFFECTIVE

EFFECTIVE

2/1/2014

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 34C

(Page 1 of 4)

CANCELLING PSC NO.

SHEET NO.

<b>CLASSIFICATION OF SERVICE</b>
<b>SCHEDULE 34C – Standby Service</b>

**Applicable:**

In all territory served by Kenergy Corp.

**Availability:**

This schedule is available to any large industrial customer of Kenergy Corp. having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes, who requests supplemental, maintenance or backup power, and who has or enters into a special contract that provides rates for electric service other than supplemental, maintenance or backup power (the "Standby Customer").

**Term:**

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

**Definitions:**

Supplemental Power Service – a service which provides transmission capacity to the Standby Customer as well as the energy and capacity requirements for use by the Standby Customer’s facility in addition to the electric power which the Standby Customer ordinarily generates on its own.

Maintenance Power Service – a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer during scheduled outages or interruptions of the Standby Customer’s own generation.

Backup Power Service – a service which provides transmission capacity as well as the energy and capacity requirements for use by the Standby Customer to replace energy generated by the Standby Customer’s own generation during an unscheduled outage or other interruption of the Standby Customer’s own generation.

DATE OF ISSUE March 9, 2022

Month / Date / Year

DATE EFFECTIVE March 3, 2022

Month / Date / Year

ISSUED BY *[Signature]*

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00289 DATED March 3, 2022

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director

Linda C. Bridwell

EFFECTIVE  
2/13/2023

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

N ↓



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 34C

(Page 2 of 4)

CANCELLING PSC NO.

SHEET NO.

CLASSIFICATION OF SERVICE
SCHEDULE 34C - Standby Service

Self-Supply Capacity - the demonstrated capacity of the Standby Customer's generating unit(s), as determined by the reduction in Big Rivers' MISO Planning Reserve Margin Requirement that results from the Standby Customer's own generation.

Billing:

The provisions of the Standby Customer's special contract with Kenergy and Kenergy's tariff schedules applicable to service to Standby Customer and all applicable adjustment clauses and riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise.

Kenergy Corp. shall bill each Standby Customer in accordance with the billing and payment terms set forth in the Billing section of the applicable tariff schedule or the special contract between Kenergy and the Standby Customer.

A. Supplemental Power Service

Requirements

- 1. The level of demand required for Supplemental Power Service shall be the level of demand under the special contract between Kenergy and the Standby Customer.
2. All power not specifically identified as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.
3. The total of the Supplemental Power, Maintenance Power, and Backup Power demand shall not exceed Standby Customer's Maximum Contract Demand in any month. Maintenance Power and Backup Power demand shall not be included in determining minimum demand charges for any month.

Billing

- 1. Supplemental Power energy shall be the actual measured energy excluding Maintenance Power energy and Backup Power energy sold to the Standby Customer in each month.

DATE OF ISSUE March 9, 2022

Month / Date / Year

DATE EFFECTIVE March 3, 2022

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00289 DATED March 3, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

[Signature of Linda C. Bridwell]

EFFECTIVE

2/13/2023

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 34C

(Page 3 of 4)

CANCELLING PSC NO.

SHEET NO.

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

- 2. Customer, Demand, and Energy Charges: All Supplemental Power shall be billed under the terms and charges of the Standby Customer’s special contract with Kenergy and Kenergy’s tariff schedules applicable to service to the Standby Customer.

B. Maintenance Power Service and Backup Power Service

Requirements

- 1. The level of Maintenance Power/Backup Power demand shall equal the Standby Customer’s Self-Supply Capacity.
2. The Standby Customer shall be required to cooperate with Big Rivers to schedule Maintenance outages so as to maximize the value of Standby Customer’s Self-Supply Capacity.
3. The Standby Customer shall notify Big Rivers by telephone within one-hour of the beginning and end of any outage.

Billing

- 1. Administrative Charge: The Administrative Charge shall be \$150 per month.
2. Demand Charges: All Maintenance Power/Backup Power demand shall be billed at the Big Rivers Standard Rate LIC tariff rate, less a credit equal to \$3.80 per kW-month times Standby Customer’s Self-Supply Capacity.
3. Energy Charges: All Maintenance Power/Backup Power energy usage shall be billed at the higher of the charges of Big Rivers’ Standard Rate LIC tariff schedule or the market price.

DATE OF ISSUE March 9, 2022

Month / Date / Year

DATE EFFECTIVE March 3, 2022

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00289 DATED March 3, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

[Signature of Linda C. Bridwell]

EFFECTIVE

2/13/2023

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





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 34C

(Page 4 of 4)

CANCELLING PSC NO.

SHEET NO.

CLASSIFICATION OF SERVICE

SCHEDULE 34C – Standby Service

- 4. During any period in which the metered output of the Standby Customer’s generator is less than its Self-Supply Capacity, Maintenance Power/Backup Power energy shall be the first through the meter, up to the Self-Supply Capacity. Energy consumed above the Self-Supply Capacity for any period shall be Supplemental Power energy.
5. Retail adder: A retail adder of \$0.000166 per KWH shall apply to all KWH consumed at the site, including but not limited to Maintenance Power/Backup Power energy consumed by the Standby Customer.

Terms and Conditions:

- 1. The Standby Customer shall be subject to all adders, riders, terms and conditions, and other provisions of any applicable special contract or schedule of Kenergy Corp.’s tariff under which the Standby Customer takes service.
2. Standby Customer shall be required to adhere to Big Rivers’ requirements and procedures for interconnection.
3. The Standby Customer shall be required to allow Big Rivers to meter Standby Customer’s generation, and to provide access for Big Rivers to install, operate and maintain the metering equipment, which shall remain the property of Big Rivers.
4. The Standby Customer shall be required to pay the cost of any additional facilities associated with providing service under the provisions of this schedule.
5. The Standby Customer shall be responsible for any MISO charges, fees, penalties, or other costs associated with Standby Customer’s generation, outages of Standby Customer’s generation, or Maintenance or Backup Power service.
6. The Standby Customer shall not transmit energy to Big Rivers or to Kenergy Corp..
7. Kenergy Corp. may enter into special agreements with Big Rivers and Standby Customers which may deviate from the provisions of this schedule. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.
8. The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Big Rivers’ and Kenergy Corp.’s generally applicable rules, terms, or conditions currently in effect, as filed with the Kentucky Public Service Commission.

DATE OF ISSUE March 9, 2022

Month / Date / Year

DATE EFFECTIVE March 3, 2022

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2021-00289 DATED March 3, 2022

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

[Signature of Linda C. Bridwell]

EFFECTIVE

2/13/2022


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

# EXHIBIT G

## Kenergy Rate Schedule 35

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**2/13/2023**

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Ninth Revised SHEET NO. 35

CANCELLING PSC NO. 2

Eight Revised SHEET NO. 35

CLASSIFICATION OF SERVICE
Schedule 35 – Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) - (Class C)

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rate shall apply to existing large members where service is provided through a dedicated delivery point TT connected to the transmission system of Big Rivers or other accessible system classified as Class C member, or new members executing special contracts approved by the Kentucky Public Service Commission for load levels below 30,000 KW billing demand.

TYPE OF SERVICE

The electric service furnished under this schedule will be three-phase sixty cycle, alternating current at available nominal voltage.

RATE

Customer Charge per Delivery Point \$100.00 per month

Plus:

Demand Charge per KW of Billing Demand in Month \$ 10.715

Plus:

Energy Charges:

Per KWH \$ 0.041050

Facilities Charge 1.15%

(times assigned dollars of Kenergy investment for facilities per month-see Sheet No.35B)

DETERMINATION OF BILLING DEMAND

The Billing Demand in kilowatts shall be the higher of: a) The member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes; or b) the Contract Demand.

POWER FACTOR ADJUSTMENT

The member agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus that shall result, during normal operation, in a power factor not lower than 90%. At Kenergy's option, in lieu of the members providing the above corrective equipment when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

DATE OF ISSUE November 23, 2016

Month / Date / Year

DATE EFFECTIVE January 1, 2017

Month / Date / Year

ISSUED BY (Signature of Officer)

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY PUBLIC SERVICE COMMISSION
Tahida E. Matthews EXECUTIVE DIRECTOR
Linda C. Bidwell
1/1/2017 EFFECTIVE
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
2/13/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Fourth Revised SHEET NO. 35A
CANCELLING PSC NO. 2
Third Revised SHEET NO. 35A

CLASSIFICATION OF SERVICE
Schedule 35 - Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) - (Class C)

Max. Measured KW x 90%
Power Factor (%)

The power factor shall be measured at time of maximum load.

METERING

Electrical usage will be metered at the transmission voltage supplied or at the customer's secondary voltage with a 1.% adder to the metered KWH to account for transformer losses, as determined by Kenergy.

ADJUSTMENT CLAUSES

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

Table with 2 columns: Rider Name and Sheet No. Includes Renewable Resource Energy Service Rider, Fuel Adjustment Rider, Environmental Surcharge Rider, Member Rate Stability Mechanism Rider, Price Curtailable Service Rider, and Non-FAC Purchased Power Adjustment Rider.

D

AGREEMENT

An "agreement for purchase of power" shall be signed by any new customer prior to service under the rate.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105.

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

DATE OF ISSUE November 23, 2016
DATE EFFECTIVE May 20, 2016
ISSUED BY [Signature]
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY PUBLIC SERVICE COMMISSION
Tahida E. Matthews EXECUTIVE DIRECTOR
[Signature: Linda C. Bidwell]
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
2/13/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Third Revised SHEET NO. 35B

CANCELLING PSC NO. 2

Second Revised SHEET NO. 35B

CLASSIFICATION OF SERVICE

Schedule 35 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) - (Class C)

DETERMINATION OF FACILITIES CHARGE RATE

Table with columns: Line No., Item, Rate Calculation. Includes items like Distribution O & M Expense, Property Tax, Cost of Capital, and General Plant Factor.

DATE OF ISSUE November 23, 2016

DATE EFFECTIVE May 20, 2016

ISSUED BY [Signature] (Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY PUBLIC SERVICE COMMISSION stamp with signature of Linda C. Bidwell and dates 5/20/2016 and 2/13/2023.



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
Original SHEET NO. 35C
CANCELLING PSC NO. 2
SHEET NO. 35C

CLASSIFICATION OF SERVICE
Schedule 35 - Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) - (Class C)

Table with 4 columns: Line Item (R 32-42), Description (SUMMARY, O & M Factor, A & G Factor, Property Tax Factor, Capital Recovery Factor, General Plant Factor, Total Annual Carrying Cost, PSC Assessment, Adjusted Annual Carrying Cost, Monthly Fixed Charge Rate Charge), and Percentage (3.84%, 0.91%, 0.62%, 7.89%, 0.47%, 13.74%, 0.998099, 13.76%, 12, 1.15%).

DATE OF ISSUE November 23, 2016
DATE EFFECTIVE May 20, 2016
ISSUED BY [Signature]
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY PUBLIC SERVICE COMMISSION
Tahida R. Matthews EXECUTIVE DIRECTOR
[Signature: Linda C. Bidwell]
5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
2/13/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)