

A G R E E M E N T

This Agreement made and entered into by and between SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation, of Shelbyville, Kentucky, 40065, party of the first part (hereinafter called "Shelby R.E.C.C.") and THE LOUISVILLE GAS AND ELECTRIC COMPANY, a corporation, of Louisville, Kentucky, party of the second part (hereinafter called L.G.&E);

W I T N E S S E T H:

That whereas, L.G.&E. desires to erect a power station on a site owned by it at Wisers Landing in Trimble County, Kentucky, which project will require construction power, it is agreed between the parties hereto as follows:

- A. Shelby R.E.C.C. agrees to provide a 12.5 KV electric service for 3000 KVA plus possible addition of 1500 KVA construction power by Sept. 27, 1980. Shelby R.E.C.C. agrees to furnish labor and materials, including engineering and overhead to erect the following facilities for the purpose of transmitting the construction power:
1. Uprating the Bedford Substation from 5MVA to 10MVA.
 2. 7.4 miles of distribution conversion from 4ACSR to 3Ø 336.4MCM ACSR.
 3. 0.8 miles of new 3Ø 336.4MCM ACSR.
 4. Voltage Regulating devices on line between substation and Wisers Landing Site.
- B. L.G.&E. agrees to pay Shelby R.E.C.C. its actual cost of constructing said facilities, cost not to exceed \$254,100.00, plus an amount, not to exceed 13% of the actual construction costs to cover overhead, administrative and right-of-way acquisition costs. Provided, however, that in the event the expense of obtaining rights of way exceeds the sum of \$20,000.00 this provision shall be subject to further negotiation or the entire Agreement canceled and made of no effect, at the option of Shelby R.E.C.C.
- C. L.G.&E. agrees to send Shelby R.E.C.C. a purchase order in accordance with the above upon receipt of a signed copy of this Agreement.
- D. Shelby R.E.C.C. will bill L.G.&E. for said facilities in three (3) installments of approximately equal amounts, depending on the work completed, and L.G.&E. will pay same as billed.
- E. 1. Shelby R.E.C.C. will bill L.G.&E. monthly for power used, on the attached "Standby Power Rate," which L.G.&E. agrees to pay promptly. Such billing to commence at time overhead line is energized to service point. L.G.&E. will be billed a minimum charge of \$1,500.00.
2. This billing agreement shall be and remain in full force and effect beginning on the date the overhead line is energized and continuing for 96 calendar months; then from month to month thereafter to the end of that calendar month which is at least 180 days after either party has given the other written notice of its intention to terminate.

- F. After fulfillment of this Agreement, the above sections of lines will remain the property of Shelby R.E.C.C.
- G. This Agreement is subject to approval of the Rural Electrification Administration (REA) and the National Rural Utility Cooperative Finance Corporation (CFC).

THE LOUISVILLE GAS & ELECTRIC CO.

SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION

By A. N. McGinnis
VICE PRESIDENT - OPERATIONS

By Joe Butler

Date October 4, 1979

Date October 25, 1979