CLARK ENERGY COOPERATIVE INC.

OF

Winchester, Kentucky 40391

Rates, Rules and Regulations for Furnishing Electricity

FOR

Counties of: Bath, Bourbon, Clark, Estill, Fayette, Madison, Menifee, Montgomery, Morgan, Powell, Rowan, Wolfe

Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED February 1, 2008 **EFFECTIVE** March 3, 2008

ISSUED BY Paul G. Embs

PRESIDENT & C.E.O.

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

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P.S.C. No. 2

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

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RULES AND REGULATIONS

1 SCOPE

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from the Cooperative and applies to all service received from the Cooperative whether the service received is based upon a contract, agreement, signed application, or otherwise. No employee or individual director of the Cooperative is permitted to make an exception to rates or Rules and Regulations. Rates and service information can be obtained from the Cooperative's office or Cooperative personnel.

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Clark Energy Cooperative Inc.
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RULES AND REGULATIONS

2 REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval of Clark Energy's Board of Directors and the Public Service Commission. Such changes when effective shall have the same force as the present Rules and Regulations. The Members shall be informed of any changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter or direct mailing.

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3 CONSUMER'S RESPONSIBILITY FOR COOPERATIVE'S PROPERTY

All meter, service connections and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on its premises; and in the event of loss or damage to the Cooperative's property arising from neglect of the member to care for same; the cost of necessary repairs or replacement shall be paid by the member.

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4 CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such a supply should fail or be interrupted or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable.

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5 RELOCATION OF LINES

The Cooperative will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public streets and high ways. It is expected that these political subdivisions will give reasonable notice to permit the Cooperative to relocate its lines to permit the necessary road construction.

If the Cooperative's poles, anchors, and other appurtenances are located within the confines of the public right(s) of way, the Cooperative shall make the necessary relocation at its own expense. If the Cooperative's poles, anchors or other facilities are located on private property, the political subdivision then shall agree to reimburse the Cooperative. Upon request by member property owner, where facilities are to be relocated, relocation will be considered provided adequate right of way can be obtained for the relocation requested. The member owner will be required to pay the cost of materials necessary to make the requested changes unless one or more of the following conditions are met:

1. The relocation is made for the convenience of the Cooperative.
2. The relocation will result in a substantial improvement in the Cooperative's facilities or their location.
3. That the relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time.
4. Per member owner request when right of way is provided. In such instance member owner will be required to pay for materials to make requested changes.

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6 SERVICES PERFORMED FOR MEMBERS

The Cooperative's personnel shall not while on duty make repairs or perform service to the member's equipment or property except in cases of emergency or to protect the public or member's person or property. When such emergency services are performed, the member shall be charged for such service(s) at the rate of time and material(s) used.

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7 APPLICATION FOR SERVICE

Each prospective member desiring electric service will be required to sign the Cooperative's "Application for Membership and for Electric Service", also, sign a contract when applicable, before service is supplied by the Cooperative and provide the Cooperative with necessary easements or right(s) of way permits over property owned by the prospective customer.

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8 MEMBERSHIP FEE

No membership fee is required to become a member of the Cooperative.

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9 RIGHT OF ACCESS

Each member shall give and grant right of access to the Cooperative without paid compensation to his, hers, or its lands and premises for the purpose of meter reading, placing, locating, building, constructing, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending and maintaining on, over, or under such lands and premises, or removing there from its electric distribution system new or existing lines, wires, poles, anchors and other necessary or appurtenant parts.

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10 DISCONTINUANCE OF SERVICE OR CHANGE OF SERVICE LOCATION

Any member requesting discontinuance of service, or change of service from one location to another, shall give the Cooperative three (3) days' notice in person, in writing, or by telephone provided such notice does not violate contractual obligations.

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CANCELLING P.S.C. NO. 2

Original SHEET NO. 11

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RULES AND REGULATIONS

11 CHARGES FOR MEMBER REQUESTED RECONNECTION

The Cooperative will make no charge for connecting service or discontinuance of service. There shall be a fee of $25.00 for each service connection thereafter occurring more frequently than once each twelve month period for the member.

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TARIFF BRANCH
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Name of Officer

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Clark Energy Cooperative Inc.
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SHEET NO.

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12 RESALE OF POWER BY MEMBER

All purchased electric service used on the premises of the member shall be supplied exclusively by the Cooperative, and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service or any part thereof, except by written contract.

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13 TEMPORARY SERVICE

Facilities that are temporary in nature such as for construction contractors, sawmills, oil wells, carnivals, etc. will be provided to consumers desiring such facilities, provided they pay an advance fee equal to the reasonable cost of providing and removing such facilities.

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14 DISTRIBUTION LINE EXTENSION

1. Normal Extensions. An extension of 1,000 feet or less shall be made by the Cooperative to its existing distribution line without charge for a prospective consumer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The "service drop" to the point of attachment from the distribution line at the last pole shall not be included in the foregoing measurements.

2. Other Extensions.

   a. When an extension of the Cooperative's line to serve an applicant or group of applicants amounts to more than 1,000 feet per consumer, the Cooperative may, if not inconsistent with its filed tariff, require the total cost of the excessive footage over 1,000 feet per consumer to be deposited with the Cooperative by the applicant or applicants based on the average estimated cost per foot of the total extension.

   b. Each consumer receiving service under such extension will be reimbursed under the following plan: Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the consumer or consumers who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional consumer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals there from. In no case shall the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required to be made.

   c. An applicant desiring an extension to a proposed residential subdivision may be required to pay the entire cost of the extension. Each year for a period of not less than ten (10) years the Cooperative shall refund to the applicant who paid for

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the extension a sum equivalent to the cost of 1,000 feet of the extension installed for each additional consumer connected during the year, but in no case shall the total amount refunded exceed the amount paid to the Cooperative. After the end of the refund period from the completion of the extension, no refund will be required to be made.

d. Nothing contained herein shall be construed as to prohibit the Cooperative from making extensions under different arrangements provided such arrangements have been approved by the Commission.

e. Nothing herein shall be construed as to prohibit the Cooperative from making at its expense greater extensions than herein prescribed, should its judgment so dictate, provided like free extensions are made to other consumers under similar conditions.

f. Upon complaint to and investigation by the Commission, the Cooperative may be required to construct extensions greater than 1,000 feet upon a finding by the Commission that such extension is reasonable.

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15 DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

1. All extensions of up to 300 feet from the nearest facility shall be made without charge.
2. For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the Cooperative may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet.
3. This advance shall be refunded to the consumer over a four (4) year period in equal amounts for each year the service is continued.
4. If the service is discontinued for a period of sixty days, or should the mobile home be removed and another not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
5. No refunds shall be made to any consumer who did not make the advance originally.
6. For extensions beyond 1,000 feet from the nearest facility, the extension policies are the same as normal distribution line extensions.
7. When homeowner installs an approved septic system and water supply service will be considered permanent service and a normal line extension.

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16 DISTRIBUTION LINE EXTENSION TO PERMANENT STRUCTURES AND/OR FACILITIES OTHER THAN RESIDENCES (BARNS, WATER PUMPS, ELECTRIC GATES, ETC)

1. The cooperative will extend service to structures and facilities other than residences under the following conditions:
   a. Adequate right of way easement to construct extension will be made available to the cooperative.
   b. All fees including the membership fee to be paid at the time of application for service.
   c. Extensions of up to 300 feet from the nearest facility shall be made without additional charge for line construction.
   d. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet.
      i. This advance shall be refunded to the consumer over a four (4) year period in equal amounts for each year the service is continued.
      ii. If the service is discontinued for a period of sixty (60) days, or should the facility be removed and another not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
      iii. No refunds shall be made to any consumer who did not make the advance originally.
      iv. Structures must be wired and pass electrical inspection prior to construction of the extension.
2. Extensions made under item e shall be made on an "Estimated Average Cost" per foot of line. This cost may be revised and updated at six month intervals.

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3. For line extensions beyond 1000 feet from the nearest facility, the extension policies are the same as normal distribution line extensions.

4. The cooperative retains full ownership of all extensions and electrical facilities installed by the cooperative.

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17 ELECTRIC UNDERGROUND EXTENSIONS

1. Purpose of Policy

The purpose of this policy is to formulate Clark Energy's requirements for underground electrical service, the application of which will insure adequate service and safety to all persons engaged in the construction, maintenance, operation or use of underground facilities and to the public in general.

2. Applicability

This policy shall apply to all underground electrical supply facilities used in connection with electric service distribution in new residential subdivisions after the effective date of this policy.

3. Definitions

The following words and terms, when used in this policy shall have the meaning indicated:

Applicant the developer, builder or other person, partnership, association, corporation or governmental agency applying for the installation of an underground electric distribution system.

Building - a structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts.

Distribution System electric service facilities consisting of primary and secondary conductors, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

Subdivision - the tract of land which is divided into ten (10) or more lots for the construction of new residential buildings.

Trenching and Backfilling opening and preparing the ditch for the installation of conductors, raceways, including placing of raceways under roadways, driveways, or paved areas, providing a

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sand bed ding below and above conductors when required; and backfill of trench to ground level.

4. Rights of Way and Easements

   a. The cooperative shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads, and highways which are by legal right accessible to the utility's equipment and which the utility has the legal right to occupy, and on the public lands and private property across which rights of way and easements satisfactory to the cooperative are provided without cost or condemnation by the cooperative.

   b. Rights of way and easements suitable to the cooperative for the underground distribution facilities must be furnished by the Applicant in reasonable time to meet service requirements. The Applicant shall make the area in which the under ground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade, and maintain clearing and grading during construction by the cooperative. Suitable land rights shall be granted to the cooperative obligating the Applicant and subsequent property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the utility's easement or substantial changes in grade or elevation thereof.

5. Installation of Underground Distribution System Within New Subdivisions

   a. Where appropriate contractual arrangements have been made, the cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgment,

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will assure that the property owners will receive safe and adequate electric service for the foreseeable future.

b. All single phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal mounted terminals, switching equipment and meter cabinets may be placed above ground.

c. Multi phase primary mains or feeders required within a sub division to supply local distribution or to serve individual multi phase loads may be overhead unless underground is required by governmental authority or chosen by the Applicant, in either of which case the differential cost of under ground shall be borne by the Applicant.

d. The Applicant will be required to supply and install all conduit, perform all necessary trenching and backfilling in accordance with the Cooperative's specifications.

e. Underground line extensions will be provided per the same rules and regulations as overhead line extensions. No additional fees will be charged for new underground line extensions.

f. Plans for the location of all facilities to be installed must be approved by the cooperative and the Applicant prior to construction. Alterations in plans by the Applicant which require additional cost of installation or consideration shall be at the sole expense of the Applicant.

g. The cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.

h. The charges specified in these rules are based on the premise that each Applicant will cooperate with the utility in an effort to keep the cost of construction and installation of the underground electric distribution

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system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

i. All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code, Clark Energy Specifications, or other rules and regulations which may be applicable.

j. Service pedestals and method of installation shall be approved by Clark Energy prior to installation.

k. In unusual circumstances, when the application of these rules appears impracticable or unjust to either party, or discriminatory to other customers, the cooperative or Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

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18 DISCONTINUANCE AND REFUSAL OF SERVICE

The cooperative may refuse or terminate service to an applicant or member, after proper notice for failure to comply with the cooperative tariffed rules and regulations; Commission regulations; outstanding indebtedness; noncompliance with state, local or other codes; refusal to permit access; or failure to pay bills. If disconnect is for failure to comply with cooperative's tariffed rules and regulations; Commission regulations; noncompliance with state, local or other codes; or refusal to provide access, the member shall be given 10 days' notice advance termination notice that complies with 807 KAR 5:006, Section 13 (5). If disconnect is for failure to pay bill, the member shall be given ten (10) days' written notice and cutoff shall be effected not less than twenty seven (27) days after the mailing date of the original unpaid bill.

If a dangerous condition is found to exist on the member's premises, which could subject any person to imminent harm or result in substantial damage to the property of the cooperative or others, service shall be refused or terminated without advance notice. The cooperative shall notify the member immediately in writing and, if possible, orally of the reasons for the termination. Such notice shall include the corrective action to be taken by the member or cooperative before service can be restored.

The cooperative may terminate service to a member without advance notice if the cooperative has evidence that a member has obtained unauthorized service by illegal use or theft. The consumer will be notified within 24 hours after such termination in accordance with 807 KAR 5:006, Section 14(1)(3)(g).

The termination notice requirements of this subsection, pursuant to KAR 5:006, Section 14(2)(c), shall not apply to a particular residential member when prior to discontinuance of service that person presents to the cooperative a written certificate, signed by a physician, registered nurse, or public health officer, that such

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discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office(s) to contact for such possible aid.

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19 RECONNECTION

The Cooperative in all cases of refusal or discontinuance of service as herein defined where the cause for refusal or discontinuance of service has been corrected and tariffed rules and regulations of the Cooperative and the Commission have been complied with, the Cooperative shall reconnect existing service within 24 hours and shall install and connect new service within 72 hours.

When advance notice is required, such notice may be given by the Cooperative by mailing by United States mail, postage prepaid, to the last know address of the applicant or member.

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DATE OF ISSUE February 1, 2008 **DATE EFFECTI** 008

ISSUED BY Name of Officer **TITLE** PRESIDENT & C.E.O.

RULES AND REGULATIONS

20 METER TESTS

The Cooperative will, at its own expense, make periodical tests and inspections of all its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission. The Cooperative will make additional tests of the meter at the request of the member provided a fee of $30.00 is paid in advance. In case the test made at the member's request shows that the meter is accurate within two percent (2%), fast or slow, no adjustment will be made in the member's bill, and the fee paid will be forfeited to cover the cost of testing. In case the test shows the meter is in excess of two percent (2%), fast or slow, an adjustment will be made in the member's bill in accordance with the Public Service Commission's Rules and Regulations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

RULES AND REGULATIONS

21 FAILURE OF METER

In the event the meter should fail to register, the member shall be billed for the period starting at the date of failure. If the date of meter failure cannot be determined with reasonable precision, information such as last meter test and historic usage pattern for the member will be used to determine period of under-billing and to adjust the member's account. If that data is not available, then average usage of similar member loads will be used in calculating time period and adjustment. If the consumer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the Commission shall determine the issue. The Cooperative will not require member repayment of under-billing to be made over a period shorter than a period coextensive with the under-billing.

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By
Executive Director

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 28

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

RULES AND REGULATIONS

22 CONSUMER EQUIPMENT

Point of delivery. The point of delivery is the point as designated by the Cooperative on member's premises where current is to be delivered to building or premises; namely, the point of attachment. A member requesting a delivery point different from the one designated by the Cooperative will be required to pay the additional cost of providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the member.

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DATE OF ISSUE February 1, 2008

DATE EFFECT :008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

RULES AND REGULATIONS

23 MEMBER OR CONSUMER'S WIRING STANDARDS

All wiring of member or consumer must conform to Cooperative requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Code. The Cooperative, however, assumes no responsibility in respect to the type, standard of construction, protective equipment or the condition of the member's property, and will not be liable for any loss or injury to persons or property occurring on the premises or property of the member. The member will have complete responsibility for all construction, operation, and maintenance beyond the meter.

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Executive Director

Clark Energy Cooperative Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

24 INSPECTION

The cooperative shall inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the National Electrical Code or other governing bodies, but such inspection or rejection shall not render the Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of the Cooperative's rules or from accidents which may occur upon member's premises.

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Executive Director

Clark Energy Cooperative Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

25 BILLING

The Cooperative will mail through the United States Postal Service a statement to each member for electrical service each month for service rendered the previous month. All charges are net and payable within (10) days from the date of the statement. Failure to receive a statement will not release the member from payment obligations.

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26 FIELD COLLECTION CHARGE

A charge of thirty dollars ($30.00) will be assessed when a cooperative representative makes a trip to the premises of a consumer for the purpose of terminating service. The charge may be assessed if the cooperative representative actually terminates service or if, in the course of the trip, the consumer pays the delinquent bill to avoid termination. The charge may also be made if the cooperative representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. The cooperative may make a field collection charge only once in any billing period.

DATE OF ISSUE April 28, 2010

DATE EFFECTIVE April 16, 2010

ISSUED BY Paul G. Embs
Name of Officer

TITLE PRES.C.O.

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00314 dated April 16, 2010.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
4/16/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Areas Served
Community, Town or City

P.S.C. No. 2

1st Revision SHEET NO. 33

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 2

Original SHEET NO. 33

RULES AND REGULATIONS

27 RECONNECTION CHARGE FOR DISCONNECTION OF SERVICE

If service is disconnected for non-payment of bills or violation of the utility's rules or commission regulations, a charge of forty dollars ($40.00) will be made for reconnecting service due and payable at time of such reconnection. If the reconnection is done after regular working hours, the charge will be sixty-five dollars ($65.00).

DATE OF ISSUE April 28, 2010

DATE EFFECTIVE April 16, 2010

ISSUED BY Paul G. Embs
Name of Officer

TITLE PRESI[illegible]O.

Issued by authority of an Order of the Public Service Commission
Case No. 2009-00314 dated April 16, 2010.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
4/16/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS

28 DEPOSITS

The Cooperative may require a minimum cash deposit or guaranty to secure payment of bills, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the deposit. The required deposit is to accumulate interest, as prescribed by KRS 278.460 and will be refunded or credited to the customer's bill on an annual basis by the Cooperative, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a member's showing of satisfactory credit or payment history, and required deposits will be returned after eighteen (18) months if the member has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The Cooperative may require a deposit in addition to the initial deposit if the member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owning will be credited to the final bill with any remainder refunded to the member.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the Cooperative.
2. A satisfactory credit report rating.
3. Whether the member has filed bankruptcy proceedings within the last seven years.

If a deposit is held longer than eighteen (18) months, the member will be notified in writing by a general mailer or bill stuffer that the member may request in writing that the deposit be recalculated on member's actual usage. If the deposit differs by more than ten dollars ($10.00), the Cooperative may collect any underpayment and shall refund any

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DATE OF ISSUE November 8, 2012

DATE EFFECTIVE 012

ISSUED BY

TITLE PRESIDENT & C.E.O.

RULES AND REGULATIONS

overpayment by check or credit to the member's bill. No refund will be made if the bill is delinquent at the time of the recalculation.

All members' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12 month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly or 3/12 where bills are rendered bimonthly.

KENTUCKY
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JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
7/12/2012
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29 RETURN CHECK CHARGE

The cooperative will apply to a member's account a charge of twenty-five dollars ($25.00) for each member's check returned to the cooperative.

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JEFF R. DEROUEN
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TARIFF BRANCH
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4/16/2010
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DATE OF ISSUE April 28, 2010 DATE EFFECTIVE April 16, 2010

ISSUED BY Paul A Embs TITLE PRES. O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00314 dated April 16, 2010 .

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30 MONITORING OF CUSTOMER USAGE

At lease once annually the Cooperative will monitor the usage of each customer according to the following procedures:

1. The member's annual usage for the most recent 12 month period will be compared with the annual usage for the 12 months immediately preceding that period.
2. If the annual usage for the two periods is substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all members, no further review will be done.
3. If the annual review indicates KWH usage to be 200% higher or 50% lower and it cannot be attributed to a readily identified cause, the Cooperative will compare the member's monthly usage for the same months of the preceding year.
4. If the cause for the usage deviation cannot be determined from an analysis of the customer's meter reading and billing records, the Cooperative will contact the customer by telephone or in writing to determine whether there have been any changes such as number of household members or work staff, additional or different appliances, or changes in business operations.
5. Where the deviation cannot be otherwise explained, the Cooperative will test the member's meter to determine whether it shows average error greater than 2 percent fast or slow.
6. The cooperative will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on going meter reading or billing processes or member inquiry. Any accounts that are determined to have unusually high usage or unusually low usage will be processed in accordance with 808 KAR 5:006, Section 10(4) and (5).

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31 LEVELIZED BILLING PAYMENT PLAN

OBJECTIVE: To establish a procedure to equalize a member's bill based on the latest twelve (12) months usage without accumulating a large credit or debit balance on the account.

A. AVAILABILITY: Available to all Clark Energy Cooperative residential members who have received service at their present location for one year and have their account paid up to date.

B. TERMS OF POLICY:

1. Member's accounts may be set up on levelized billing during the months of March through October.
2. The levelized billing plan may be cancelled by the member at any time.
3. The member agrees to pay the levelized billing amount specified by the billing due date each month or the account will revert to regular billing.

C. How the Levelized Billing Payment is determined:

1. The billing kWh is calculated by adding the current kWh usage, from the meter readings, and the previous eleven (11) months of kWh usage and dividing by twelve (12).
2. Billing charges are calculated on the twelve (12) month kWh average including outside lighting when applicable.
3. Any debit or credit deferred amount will be annualized and will be added or subtracted from the monthly levelized billing amount.

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Executive Director

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32 SERVICE CURTAILMENT PROCEDURE GUIDE

INTENT: This document is meant to serve as a guide for Clark Energy personnel when mandatory energy curtailment becomes necessary. However, it must be understood that the infinite number of variables involved with such action can never be completely accounted for in any document of this nature; thus, flexibility in actual procedures must be afforded Clark personnel as they go about the tasks outlined in this document.

1. Determination of the Level of Curtailment Necessary:
   a. Determine the nature of power shortage from power supplier.
   b. Determine which substations would be affected
   c. Determine expected length of time curtailment necessary
   d. Determine amount of curtailment necessary.
2. Determination of Personnel:
   a. Determine type of personnel needed.
   b. Determine number of personnel needed.
3. Execution:
   a. Evoke emergency load curtailment procedures with customers that have interruptable rates.
   b. Seek voluntary curtailment with other commercial customers.
   c. Direct media appeal to all customer classes.
   d. Disconnect all non-essential loads. Essential loads include, but are not limited to, police, fire, primary health care services, local government offices, emergency warning systems, schools, communications facilities, and other facilities operated for public safety.
4. Records: Proper records will be maintained.

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33 SERVICE RESTORATION PROCEDURE GUIDE

INTENT: This document is meant to serve as a guide in restoration of electric service due to damage which might be incurred during severe weather; such as, high winds, tornadoes, or other acts of nature and the unpredictable negative acts of man. However, it must be understood that the infinite number of variables involved in natural and man-made disasters can never be completely accounted for in any document of this nature; thus, flexibility in actual procedures must be afforded Clark personnel as they go about the tasks outlined in this document.

1. Determinations of the level of involvement:
   a. Determine the number and location of consumers that are affected by the outage.
   b. Determine the number and location of circuits involved.
   c. Determine the level of priority for the affected circuits.
      i. Dangerous or potentially life-threatening situations.
      ii. Hospital and health care facilities and other emergency operations
      iii. Members with health priorities.
      iv. Main distribution lines.
      v. Isolated outages at homes or businesses.
      vi. Other facilities; such as, barns, silos, etc.

2. Determination of Work Crews:
   Determining the level of involvement will indicate the work force required to restore electrical service in a safe and timely manner. This plan breaks down the levels of response into five groups; however, due to the many variables on an emergency situation, management will exercise appropriate flexibility in the assignment of and makeup of crews.

   Level 1 Normal service restoration - crew assignments made up of the standby personnel that are dispatched to repair service.

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Level 2	Include Level 1 plus the additional off-duty personnel to direct or assist in the restoration of service.
Level 3	Includes Level 2 with the addition of support personnel; such as, but not limited to, engineering, warehouse, vehicle maintenance, office staff, etc.
Level 4	Includes Level 3 with the assistance of contracted power line construction personnel.
Level 5	Includes Level 4 with a request for assistance through the activation of the statewide emergency work plan.

3. Service Restoration Procedure:
Upon notification of service interruption or report of a hazardous condition to the 24-hour dispatch center, a service interruption report will be completed and repair personnel will be informed of the outage or hazardous condition's location. Upon arrival at the source of the service interruption, the service crew will determine the safest and most efficient manner in which to restore service. If additional personnel or equipment is needed, the crew shall report back to the dispatcher or the Outage Coordinator who shall determine the level of response to initiate. In all cases, communications will take place before restoration or energizing of lines occurs.

4. Extraordinary Outage Conditions:
Upon receiving indications of more service outages than available manpower will allow; a timely response to determine the degree of hazard or work required for repairs will be made by dispatching qualified personnel to survey outage conditions. The survey personnel will evaluate the extent of the damage and report to the Outage Coordinator their estimates of manpower and equipment requirements, estimated repairs, and any safety recommendations. All extraordinary outage conditions will be

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reported to the Kentucky Public Service Commission in accordance with appropriate requirements by the President and Chief Executive Officer.

5. Records:
Outage and repair records will be maintained at all times.

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SECTION 9 (1)
By Executive Director

DATE OF ISSUE February 1, 2008 **DATE EFFECTIVE** :008

ISSUED BY Paul A. Embs **TITLE** PRESIDENT & C.E.O.
Name of Officer

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Schedule R: Residential

AVAILABILITY

Available to all residential consumers subject to established rules and regulations of the Distributor.

CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

RATES

$28.62	Facility Charge	(I)
$0.10432	per kWh for all energy	(I)

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $28.62. (I)

FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

Date of Issue: May 14, 2026

Date Effective: May 1, 2026

Issued By: Billy C. Fraser
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2025-00219 dated April 27, 2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

Date of Issue: September 21, 2023

Date Effective: September 1, 2024

Issued By: Billy O. Frasure
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE

PREPAY SERVICE RIDER

STANDARD RIDER
Prepay Service is a voluntary rider to Rate Schedule R – Residential.

AVAILABILITY
Available to all residential consumers excluding accounts on budget billing, automatic bank draft, net metered accounts, accounts with lifesaving medical equipment, accounts greater than 200-amp service and three-phase accounts within the area served by Clark Energy.

RATES

$28.62 per month	Facility Charge ($.954 per day)	(I)
$ 5.00 per month	Prepay service fee ($.167 per day)	
$0.10432	per kWh for all energy	(I)

TERMS & CONDITIONS
Members who qualify, as defined in "Availability" above may choose to voluntarily enroll their electric account(s) in the Prepay Service and are subject to the following:

1. The member shall purchase electric energy from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a prepay basis. The terms and conditions set forth in the member's Application for Membership continue to apply in addition to the terms and conditions of the Agreement for Prepay Service subject to any changes set forth in this agreement.

2. Members choosing to enroll in Prepay Service shall sign a Prepay Service Agreement ("Agreement"). The Agreement shall be for one (1) year. Members are required to notify Clark Energy in writing to terminate the Agreement and opt out of Prepay Service.

3. Upon written cancellation of the Agreement, the member shall be subject to the conditions of the Residential rate schedule without the Prepay Service rider. The member may be required to pay a security deposit at the time of cancellation of the Prepay Service.

4. A current post-pay member can transfer to the Prepay Service program. The Agreement will authorize the kWh used since the last bill date until the date the account is changed to Prepay Service to be calculated and transferred to the Prepay Service account. Clark Energy will, if requested, assist members to set up a payment agreement. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any purchases for funding is applied to the member's Prepay Service account.

Date of Issue: May 14, 2026
Date Effective: May 1, 2026
Issued By: Billy O. Fraser
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2025-00219 dated April 27, 2026

KENTUCKY
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PREPAY SERVICE RIDER

5. Any deposit will be applied to the final billing for the post-pay account before the account changes to Prepay Service. Any credit remaining on the account will be applied to the Prepay Service account. However, if the member has another account(s) and does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).

6. The recommended initial payment for Prepay Service is $100.00. Members may make subsequent payments in any increment they choose with a minimum purchase of $10.00.

7. Members may apply funds to a Prepay Service account by the same payment methods available for post-pay accounts, with the exception of automatic bank draft and reoccurring payments. Payment methods are provided on Clark Energy's website at www.clarkenergy.com.

8. Members participating in Prepay Service will not be mailed a monthly paper bill for electric usage or other applicable fees or charges. Account information may be obtained from the web portal or by contacting the office.

9. The member shall be billed daily for the kWh (energy) usage, facility charge, taxes, if applicable, and outdoor lighting, if applicable, in addition to the charge or credit for the fuel cost adjustment and environmental surcharge. The rate of the fuel adjustment and environmental surcharge will be the rates in effect when kWhs are used.

10. The Prepay Service account will not be subject to deposits, late fees, disconnect fees or reconnect fees.

11. During any interruption in service, outage and/or disconnections, the customer charge, prepay fee and security light charges, of applicable, will continue to accrue.

12. Members participating in Prepay Service are required to have either a cell phone for text messages or an email address. If any of the contact information provided changes it is the responsibility of the member to notify Clark Energy or to update their contact information in the web portal.

13. When the amount of funds remaining on a Prepay Service account reaches the established threshold of three (3) days average usage or a dollar amount set by the member, an automated message will be sent to the member rather than a traditional, written notice sent by U.S. mail. Clark Energy shall not be responsible for any failure of the member to receive the automated message. Members have the option, if they choose, to change their threshold amount in the web portal.

Date of Issue: September 21, 2023

Date Effective: September 1, 2024

Issued By: Billy O. Fraser

Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE

9/1/2024

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PREPAY SERVICE RIDER

14. The member shall be responsible for regularly monitoring the balance on the Prepay Service account. The Agreement states that the electric service will be subject to disconnection without any written, verbal or other method of notification from Clark Energy to the member once the balance of the account reaches a negative balance.

15. Should the member have a payment returned for any reason, the returned payment will be immediately charged to the Prepay Service account. The member's account shall also be charged a return payment fee as referenced in Clark Energy's PSC approved Rules and Regulations. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.

16. If a Prepay Service account is disconnected due to lack of funds or any other reason, Clark Energy shall be held harmless for any damages due to loss of energy service. Likewise, if the account is disconnected and the member applied funds to the Prepay Service account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds Clark Energy harmless from any damages arising from such a reconnection.

17. A Prepay Service account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature; the member is responsible for ensuring that the Prepay Service account is funded. A prepay account that is disconnected due to a negative balance will be required to pay the balance plus a minimum of $10.00 to replenish the account before the account is reconnected.

18. Financial assistance in the form of a promise to pay for a Prepay Service account will not be credited to the account until payment is received. The promised assistance will be credited to the prepaid balance upon receipt.

19. If a member on a Prepay Service account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member shall be required to transfer to a post-pay service account and a deposit may be required.

20. If a member wishes to disconnect service, the member shall be refunded any credit on the Prepay Service account or the credit will be transferred to other active accounts, if delinquent.

21. The Prepay Service agreement shall be in effect for one (1) year. After one (1) year, the member may elect to opt out of the Prepay Service program by submitting a written request for cancellation to Clark Energy. If Prepay Service is ended the member must meet the requirements of a post-pay account for continued service.

Date of Issue: September 21, 2023

Date Effective: September 1, 2024

Issued By: Billy O. Frazier

Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE

9/1/2024

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

CLARK ENERGY COOPERATIVE, INC.

PREPAY SERVICE AGREEMENT

Member Name	_____	E-mail	_____
Account No.	_____	Cell Phone	_____

The undersigned (hereinafter called the "member") hereby applies for participation in the voluntary Prepay Service program offered to members of Clark Energy Cooperative, Inc. (hereinafter called the "Cooperative"), and agrees to the following terms and conditions:

1. The member shall purchase electric energy from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a prepay basis for the above referenced account. The member understands that the terms and conditions set forth in the member's Application for Membership continue to apply in addition to the terms and conditions of this Agreement for Prepay Service subject to any changes set forth in this agreement.

2. A current post-pay member can transfer to the Prepay Service program. The member authorizes the kWh used since the last bill date until the date the account is changed to Prepay Service to be calculated and transferred to the Prepay Service account. Clark Energy will, if requested, assist members to set up a payment agreement. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any purchases for funding is applied to the member's Prepay Service account.

3. Budget billing, automatic draft, net metering, accounts with lifesaving medical equipment, three-phase accounts and accounts with greater than 200-amp service are not eligible for Prepay Service.

4. Any deposit on the above referenced account will be applied to the final billing for the post-pay account before the account changes to Prepay Service. Any credit remaining on the account will be applied to the Prepay Service account. However, if the member has another account(s) and does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s). The deposit will only be refunded by applying it to the member's account(s) as described above.

5. The recommended initial payment for Prepay Service is $100.00. Members may make subsequent payments in any increment they choose with a minimum purchase of $10.00.

6. Members may apply funds to a Prepay Service account by the same payment methods available for post-pay accounts, with the exception of automatic bank draft and reoccurring payments. Payment methods are provided on the Cooperative's website at www.clarkenergy.com.

Date of Issue: September 21, 2023

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Issued By: Billy O. Frazier

Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE

9/1/2024

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

CLARK ENERGY COOPERATIVE, INC.

7. Members participating in Prepay Service will not be mailed a monthly paper bill for electric usage or other applicable fees or charges. Account information may be obtained from the web portal or by contacting the office.

8. The member shall be billed daily for the kWh (energy) usage, facility charge, taxes, if applicable, and outdoor lighting, if applicable, in addition to the charge or credit for the fuel cost adjustment and environmental surcharge. The rate of the fuel adjustment and environmental surcharge will be the rates in effect when kWhs are used.

9. During any interruption in service, outage and/or disconnections, the customer charge, prepay fee and any security light charges will continue to accrue.

10. Members participating in Prepay Service are required to have either a cell phone for text messages or an email address. If any of the contact information provided on this agreement changes it is the responsibility of the member to notify the Cooperative or to update their contact information in the web portal.

11. When the amount of funds remaining on a Prepay Service account reaches the established threshold of three (3) days average usage or a dollar amount set by the member, an automated message will be sent to the member rather than a traditional, written notice sent by U.S. mail. The Cooperative shall not be responsible for any failure of the member to receive the automated message. Members have the option, if they choose, to change their threshold amount in the web portal.

12. The member shall be responsible for regularly monitoring the balance on the Prepay Service account and understands that the electric service will be subject to disconnection without any written, verbal or other method of notification from the Cooperative to the member once the balance of the account reaches a negative balance.

13. A Prepay Service account shall not be eligible for payment plan arrangements.

14. Should the member have a payment returned for any reason, the returned payment will be immediately charged to the Prepay Service account. The member's account shall also be charged a return payment fee as referenced in the Cooperative's PSC approved Rules and Regulations. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.

15. If a Prepay Service account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy service. Likewise, if the account is disconnected and the member applied funds to the Prepay Service account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds the Cooperative harmless from any damages arising from such a reconnection.

16. By signing this agreement, the member affirms there are no residents in the home that currently have lifesaving medical equipment that will be impacted by loss of service. Should this status change, the member shall contact the Cooperative in writing, at which time the account will be removed from Prepay Service. It is the responsibility of the member to confirm the Cooperative is in receipt of the written request for removal from Prepay Service.

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CLARK ENERGY COOPERATIVE, INC.

17. A Prepay Service account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature; the member is responsible for ensuring that the Prepay Service account is funded. A ***prepay account that is disconnected due to a negative balance will be required to pay the balance plus a minimum of $10.00 to replenish the account before the account is reconnected.*** _____
Member initials

18. Financial assistance in the form of a promise to pay for a Prepay Service account will not be credited to the account until payment is received. The promised assistance will be credited to the prepaid balance upon receipt.

19. If a member on a Prepay Service account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member shall be required to transfer to a post-pay service account and understands a deposit may be required.

20. If a member wishes to disconnect service, the member shall be refunded any balance on the Prepay Service account. Any refund will be processed in the same manner as a post-pay account refund.

21. The Prepay Service agreement shall be in effect for one (1) year. After one year, the member may elect to opt out of the Prepay Service program by submitting a request for cancellation to Clark Energy in writing. If Prepay Service is ended, the member must meet the requirements of a post-pay account for continued service.

22. The member, by signing this agreement, confirms the ability to receive electronic communications and understands it is the member's responsibility to manage their own communication devices.

23. The undersigned agrees that Cooperative personnel have thoroughly explained this Prepay Service program and have fully informed the member of all aspects of the program.

Preferred method of notification: E-mail _____ Text _____ Both _____

Low balance notification: Three (3) days average usage _____ OR $ _____

Member Signature: _____ Last 4 SSN: _____ Date: _____

Member Signature: _____ Last 4 SSN: _____ Date: _____

CSR Signature: _____ Date: _____

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Schedule D: Time of-Use Marketing Service

AVAILABILITY

Available to all Rate "R" consumers for separately metered off peak requirements subject to the established time of use restrictions. Applicable to programs approved by the Kentucky PSC as a part of EKPC wholesale marketing rates.

CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

TIME OF DAY RESTRICTIONS

MONTH	OFF PEAK HOURS
October thru April	10:00 P.M. To 7:00 A.M., EST
	12:00 Noon to 5:00 P.M., EST
May thru September	10:00 P.M. thru 10:00 A.M., EST

RATES

$0.07890 per kWh for all energy I

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Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2025-00219 dated April 27, 2026

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply only to the net bill, exclusive of special charges, tax and other assessments.

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CLASSIFICATION OF SERVICE

Schedule T: Outdoor lighting Facilities

AVAILABILITY
Available for general outdoor lighting facilities.

RATES

Lamp Rating	Annual Rate Per Lamp	Average Annual Energy Use Per Lamp	Average Monthly Energy Use Per Lamp
400 Watt	$20.01 per mo.	1,848 kWh	154 kWh

I

CONDITIONS OF SERVICE

Rates applicable only to lamps and associated appurtenances. Other facilities required may be provided subject to the Distributor's established contract policies and practices.

TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

FUEL ADJUSTMENT CHARGES

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses.

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CLASSIFICATION OF SERVICE

The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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CLASSIFICATION OF SERVICE

Schedule S: Outdoor Lighting Facilities

AVAILABILITY

Available for general outdoor lighting facilities.

RATES

Lamp Rating	Monthly Rate Per Lamp	Average Annual Energy Use Per Lamp	Average Monthly Energy Use Per Lamp
175 Watt	$10.80 per mo.	840 kWh	70 kWh

I

CONDITIONS OF SERVICE

1. Rate applicable only to lamps and associated appurtenances. Other facilities required may be provided subject to the Distributor's established policies and practices.

2. The Consumer shall execute an agreement for service under this schedule for a period of not less than one year.

FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per kWh equal of the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

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Vice President, Finance & Office Services

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments

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Vice President, Finance & Office Services

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Schedule E: Public Facilities

AVAILABILITY

Available to public facilities with Kilowatt (kW) demands less than 50 kW subject to established rules and regulations of the Distributor. Not applicable to outdoor lighting system requirements.

CHARACTER OF SERVICE

Single phase, 60 Hertz, at available secondary voltages.

DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

RATES

$28.62	Facility Charge	(I)
$ 0.10396	All kWh	(I)

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $28.62. (I)

FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses.

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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For All Areas Served
Community, Town or City

P.S.C. No. 2

11th Revision SHEET NO. 53

CANCELLING P.S.C. NO. 2

10th Revision SHEET NO. 53

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Schedule C: General Power Service

AVAILABILITY

Available for all non-residential general power requirements with Kilowatt (kW) demands less than 50 kW subject to established rules and regulations of the Distributor.

CHARACTER OF SERVICE

Single or three phase, 60 Hertz, at available secondary voltages.

DELIVERY POINT

The delivery point at which the secondary or utilization voltage is provided shall be specified by the Distributor.

RATES

$36.43	Facility Charge-Single Phase	(I)
$53.43	Facility Charge-Three Phase	(I)
$0.10677	Per kWh for all energy	(I)

MINIMUM MONTHLY CHARGE (I)

The minimum monthly charge shall be $36.43 single phase and $53.43 for three phase service.

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Vice President, Finance & Office Services

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KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

FUEL ADJUSTMENT CHARGE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

TEMPORARY SERVICE

Temporary service shall be supplied in accordance with the foregoing rate except that the consumer shall pay in addition to the foregoing charges the total cost of connecting disconnecting service less the value of materials returned to stock. A deposit, in advance, may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection.

TERMS OF PAYMENT

The above charges are net and payable within ten days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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EFFECTIVE
9/1/2024
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CLASSIFICATION OF SERVICE

Schedule L: General Power Service

AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (kW) demands of 50 kW or greater but less than 500 kW.

CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 50 kW or greater but less than 500 kW.

CHARACTER OF SERVICE

Limited to single or three phase, 60 Hertz, at a secondary delivery voltage of 480 volts or less.

DELIVERY POINT

The delivery point shall be specified within the power contract.

RATES

$68.01	Facility Charge	(I)
$7.99	per kW of billing demand	(I)
$0.07980	per kWh for all energy	(I)

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (kW) demand established by the consumer for any fifteen (15) minute interval. The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen-minute Kilowatt (kW) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

POWER BILLINGS

The power billing each month shall be the greater amount calculated with the rates herein as applied to (a) or (b) as follows:

(a) Contract demand as specified within the power contract and energy.
(b) Current billing demand and energy.

Should (a) above produce the greater power billing, the contract demand shall be regarded as billing demand.

FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance

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Linda C. Bridwell
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Linda C. Bridwell
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9/1/2024
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for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
9/1/2024
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CLASSIFICATION OF SERVICE

Schedule P: General Power Service

AVAILABILITY

Available to all commercial and industrial consumers for general power requirements with Kilowatt (kW) demands of 500 kW or greater.

CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 500 kW or greater.

CHARACTER OF SERVICES

Limited to three phase, 60 Hertz, at a secondary of delivery voltage specified within the power contract.

DELIVERY POINT

The delivery point shall be specified within the power contract.

RATES

$92.60	Facility Charge	(I)
$ 7.99	per kW of billing demand	(I)
$ 0.06846	per kWh for all energy	(I)

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (kW) demand established by the consumer for any fifteen (15) minute interval. The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen-minute Kilowatt (kW) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor. Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

POWER BILLINGS

The power billing each month shall be the greater amount calculated with the rates herein as applied to (a) or (b) as follows:

(a) Contract demand as specified within the power contract and energy.

(b) Current billing demand and energy.

Should (a) above produce the greater power billing, the contract demand shall be regarded as billing demand.

FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance

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Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

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9/1/2024
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CLASSIFICATION OF SERVICE

Schedule M: General Power Service

AVAILABILITY

Available to all commercial and industrial consumers for general power requirements at primary delivery voltage with Kilowatt (kW) demands of 1,000 kW or greater but less than 5,000 kW.

CONDITIONS OF SERVICE

A power contract shall be executed by the consumer for service under this rate schedule. The power contract shall specify a contract demand for minimum billing purposes of 1,000 or greater but less than 5,000 kW.

CHARACTER OF SERVICE

Three phase, 60 Hertz, at a delivery voltage specified within the power contract.

DELIVERY POINT

The delivery point shall be specified within the power contract.

RATES

Demand Charge:	$10.73	per kW of billing demand	(I)
Energy Charge:	$ 0.07657	per kWh for all energy	(I)

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CLASSIFICATION OF SERVICE

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum Kilowatt (kW) demand established by the consumer for any fifteen (15) minute interval within the following calendar months and time intervals.

October - April: 7:00 AM - 12:00 AM EST 5:00 PM - 10:00 PM EST

May - September: 10:00 AM - 10:00 PM EST

Maximum Kilowatt demands established not within the prescribed time intervals shall be disregarded for billing purposes.

The consumer shall maintain unity power factors as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90% lagging, the billing demand shall be the maximum fifteen-minute Kilowatt (kW) demand recorded by metering instrumentation multiplied by 90% and divided by the measured percent power factor.

Consistent with the Power Billings provisions of this rate schedule, the contract demand may be regarded as the billing demand.

POWER BILLINGS

The power billings each month shall be the greater amount calculated with the rates herein as applied to (a), (b), or (c) as follows:

(a) Minimum energy requirements as specified within the power contract.

KENTUCKY
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(b) Contract demand as specified within the power contract and energy.

(c) Current billing demand and energy.

Should (b) above produce the greater power billing, the contract demand shall be regarded as billing demand.

FUEL ADJUSTMENT CLAUSE

The above rates may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for losses. The allowance for losses will not exceed 10% and is based on a twelve (12) month moving average of such losses.

TERMS OF PAYMENT

The above charges are net and payable within ten (10) days from the date of the bill.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE September 21, 2023
DATE EFFECTIVE September 1, 2024

ISSUED BY Billy O. Fraser
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

CLASSIFICATION OF SERVICE

Schedule B-1: Large Industrial Rate

APPLICABLE

All Territory Served

AVAILABILITY

Applicable to non-residential customers willing to contract for demands of 500 KW or greater with a minimum contracted monthly energy (kwh) of 425 hours per kw of contract demand. To determine the minimum contracted monthly energy usage (kwh), the 425 hours is multiplied by the contract demand. Any changes to contract demand between parties shall be limited to two (2) per year. The electric power and energy furnished hereunder shall be separately metered for each point of delivery. (T)

RATES

$928.96	Facility Charge	(I)
$ 9.89	Demand Charge per kW of Contract Demand	(I)
$ 11.50	Demand Charge per kW for Billing Demand in Excess of Contract Demand	(I)
$ 0.06393	Energy Charge per kWh	(I)

BILLING DEMAND

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

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DATE EFFECTIVE: May 1, 2026

ISSUED BY: Billy O. Frazier
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2025-00219 dated April 27, 2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE

Schedule B-1: Large Industrial Rate (cont.)

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

MINIMUM MONTHLY CHARGE

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

a. Facility Charge

b. The product of the contract demand multiplied by the contract demand charge, plus

c. The product of the contract demand multiplied by 425 hours and the energy charge per KWH.

d. Any charges arising from contractual provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT

The customer agrees to maintain a unity power factor as nearly as practicable at each delivery point. When power factor measurements indicate that the power factor at the time of the maximum demand is less than the minimum required wholesale power factor, the demand for billing purposes shall be demand as indicated or recorded, multiplied by the minimum required wholesale power factor and divided by the measured power factor.

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Vice President, Finance & Office Services

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KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE

Schedule B-1: Large Industrial Rate (cont.)

FUEL ADJUSTMENT CLAUSE

All rates are applicable to the fuel adjustment clause and may be increased or decreased by an amount per kWh equal to fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. This clause is only applicable to actual energy usage. This fuel clause is subject to all other applicable provisions as set forth in 807 KAR 5:056.

SPECIAL PROVISIONS

1. The delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines, other electrical equipment, except for metering equipment, on the load side of the delivery point shall be owned and maintained by the customer.
2. If service is furnished at primary distribution voltage, a discount of 5% shall apply to the energy charge.

TERMS OF PAYMENT

The customer's bill will be due fifteen (15) days from the issuance of the bill. In the event the current monthly bill is not paid within fifteen (15) days from the issuance of the bill, five percent (5%) shall be added to the bill.

TEMPORARY SERVICE

Customers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting, including any incidental amounts that arise from the supplying and removing of service. In addition to this amount, the customer will be required to pay a deposit in an amount required to cover the estimated consumption of electricity. All of these amounts are to be paid in advance of the temporary service being connected.

DATE OF ISSUE: September 21, 2023

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Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Clark Energy Cooperative, Inc.

CLASSIFICATION OF SERVICE

Schedule O: LED Outdoor Lighting Facilities

AVAILABILITY

Outdoor lighting facilities for all territories served by Clark Energy Cooperative, Inc.

RATES PER MONTH

TYPE	LUMENS		RATE	
Open Bottom Light	Approximate Lumens	4,800-6,800	$10.32	I
Cobra Head Light	Approximate Lumens	7,200-10,000	$15.99	I
Directional Flood Light	Approximate Lumens	15,000-18,000	$24.13	I
Ornamental Light w/pole	Approximate Lumens	4,800-6,800	$21.86	I
*Additional pole			$5.91	I

*30 foot wood pole/if no existing pole available

CONDITIONS OF SERVICE

1. Rate applicable only to lamps and associated appurtenances on existing poles. Other facilities required may be provided subject to the Distributor's established policies and practices. All lamps, poles and associated appurtenances remain the property of the cooperative.

2. All lights are for a minimum of 12 months service. If customer requests disconnection prior to the completion of the first 12 months of service, the balance of the 12 months must be paid.

ADDITIONAL LIGHTING FACILITIES

The Cooperative may, upon request, and at the Cooperatives discretion, furnish poles\fixtures not listed in the current tariff, including overhead\underground wiring and all other equipment as needed. The customer will pay this additional cost prior to installation or by contract.

TERMS OF PAYMENT

The above charges are due net and payable within ten days from the date of the bill.

DATE OF ISSUE May 14, 2026
DATE EFFECTIVE May 1, 2026
ISSUED BY Billy O. Frazier
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2025-00219 dated April 27, 2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Clark Energy Cooperative, Inc.

CLASSIFICATION OF SERVICE

FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per kWh equal of the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments

DATE OF ISSUE September 21, 2023
DATE EFFECTIVE September 1, 2024

ISSUED BY Billy O. Frazier
Vice President, Finance & Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2023-00014 dated August 30, 2024.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RATE DCP
(Data Center Power)

N

I. Applicability

Rate DCP is available in all territory served.

II. Availability

This tariff is available to any retail customer that owns or operates or proposes to own or operate an eligible Data Center as defined in EKPC's Tariff, Rate DCP P.S.C. No.35, Original Sheet No. 103, Section III.

III. Contract

Before any retail customer may take service under this tariff, the customer must engage in contract negotiations with the distribution cooperative and EKPC. The contract must contain all necessary and proper provisions pursuant to EKPC's Tariff, Rate DCP, P.S.C. No. 35, Original Sheet No. 103, Section IV, Section V, Section VI, and Section VII and comply with EKPC's Tariff Rate DCP, P.S.C No. 35, Section VIII.

The contract will contain the rates, which shall be revised from time to time as determined by the Kentucky Public Service Commission ("PSC"). The initial rate as of the effective date of the contract will be set forth in the Contract. The initial rate will be in addition to rates that are applicable or available for such electric service under any other applicable riders and tariffs; which may include: Fuel Adjustment Charge, Rate ES – Environmental Surcharge; Rate D – Interruptible Power; Rate H – Wholesale Power Energy Program; and Power Factor Adjustment.

The terms and conditions of the contract must be approved by the PSC before any retail customer may take service pursuant to this tariff.

IV. Deviations

With Kentucky Public Service Commission approval, EKPC and Clark Energy may deviate from the terms of this Tariff for good cause which shall be determined by EKPC and Clark Energy in their sole discretion.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 67

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. dated .

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 68

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY Paul G. Smith
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____.

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 69

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____.

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 70

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008 DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. dated .

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 71

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. dated .

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 72

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. dated .

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 73

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008

DATE EFFECTIVE March 3, 2008

ISSUED BY
Name of Officer

TITLE PRESIDENT & C.E.O.

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____.

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 74

CANCELLING P.S.C. NO. 1

SHEET NO.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008 DATE EFFECTIVE March 3, 2008

ISSUED BY Paul G. Embs TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. _____ dated _____.

N

DSM Pilot

Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of Clark Energy Cooperative, Inc. ("Clark Energy").

Availability

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Clark Energy and includes energy reporting from electric vehicles or compatible electric vehicle supply equipment ("EVSE").

The Residential EV Off-Peak Charging Program will be a three year pilot ending June 30, 2026. Clark Energy reserves the right to restrict the number of retail members in the pilot.

Purpose

The Residential Electric Vehicle ("EV") Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Clark Energy to utilize its system more efficiently, and promote the adoption of EVs.

Eligibility

To qualify for this program, the retail member's residence must be located in the service territory of Clark Energy and be on their Schedule R residential rate. The retail member must utilize level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

The retail member may either own or rent the residence where the qualifying EVSE or EV will be charging.

The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Residential Electric Vehicle Off-Peak Charging Program.

Program Incentives

Clark Energy will provide a $.02 per-kwh credit on the retail member's bill each month for the registered EVs charging energy (kWhs) that occurs during the off-peak hours at the participant's residence. The off-peak hours are from 10:00 PM to the following 6:00 AM Eastern Prevailing Time ("EPT") for all days of the year. The credit will be applied to the bill after all charges are applied pursuant to the applicable residential electric rate of Clark Energy.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: October 27, 2023

DATE EFFECTIVE: December 01, 2023

ISSUED BY: Robert C. Andrews
Clark Energy Cooperative Inc.,
President and Chief Executive Officer

N

Terms and Conditions

1. Prior to joining the program, Clark Energy may inspect the retail member's EVSE to ensure compatibility with the energy software platform, but Clark Energy shall not be responsible for the installation, repair or maintenance of the EVSE or the EV.
2. Retail members may join the program at any time during the year.
3. If a retail member decides to withdraw from the program, Clark Energy will endeavor to implement the change as soon as possible.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
12/1/2023
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DATE OF ISSUE: October 27, 2023

DATE EFFECTIVE: December 01, 2023

ISSUED BY: Robert C. Mews
Clark Energy Cooperative Inc.,
President and Chief Executive Officer

For All Areas Served
Community, Town or City

P.S.C. No. 2

Original SHEET NO. 76

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 1

SHEET NO.

CANCELLED AND RESERVED FOR FUTURE USE

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE
3/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

DATE OF ISSUE February 1, 2008 DATE EFFECTIVE March 3, 2008

ISSUED BY Paul G. Embs TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. dated .

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATES SCHEDULE ES-ENVIRONMENTAL SURCHARGE

AVAILABILITY
In all of the Company's service territory.

APPLICABILTIY
This rate schedule shall apply to all electric rate schedules and special contracts.

RATE

CES(m)=ES(m)-BESF

where CES(m)=Current Month Environmental Surcharge Factor
ES(m)=Current Month Environmental Surcharge Calculation

ES(m)=[((WESF)x(Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge))+(Over)/Under Recovery] *divided by* [Average of 12-months ending Retail Revenue (excluding environmental surcharge)] = _____%

where WESF=Wholesale Environmental Surcharge Factor for Current Expense Month

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
11/5/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE November 16, 2010 DATE EFFECTIVE November 5, 2010

ISSUED BY _____ TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2010-00021 dated November 5, 2010.

For All Areas Served
Community, Town or City

P.S.C. No. 3

2nd Revision SHEET NO. 78

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 2

SHEET NO.

CLASSIFICATION OF SERVICE

(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. Over or under recoveries shall be amortized over a six-month period. **(T)**

BILLING

The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
11/5/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE November 16, 2010 **DATE EFFECTIVE** November 5, 2010

ISSUED BY _____ **TITLE** PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2010-00021 dated November 5, 2010

Renewable Energy Program

STANDARD RIDER

This "Renewable Energy Program" is a rider to all current rate schedules. The purpose of this program is to provide members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates ("RECs"). There are three (3) options. Clark Energy Cooperative, Inc. via its participation in East Kentucky Power Cooperative, Inc.'s ("EKPC") Renewable Energy Program ("Envirowatts"), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, Clark Energy Cooperative, Inc., and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member's existing energy consumption.

APPLICABLE

In all territory served.

DEFINITIONS

a) "Renewable energy" is that electricity which is generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable certified resources.

b) A REC is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of renewable energy.

AVAILABILITY OF SERVICE

This rider is available to any member on any rate schedule.

Option A - Retail members may participate in the program by contributing monthly as much as they like in $2.75 increments (e.g., $2.75, $5.50, $8.25, or more per month). The retail member may allocate their "Renewable Energy Program" contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas).

Option B – A retail member may, after entering into a special agreement with Clark Energy Cooperative, Inc. and EKPC, purchase renewable energy to offset the member's existing energy consumptions under the members' applicable rate schedule. (D)

Option C – After entering into an agreement with Clark Energy Cooperative, Inc. and EKPC, commercial and industrial ("C&I") retail members have the opportunity to purchase RECs through Clark Energy Cooperative, Inc. and EKPC to offset up to all of their energy consumption with RECs, resulting in that portion of energy consumption to be considered renewable.

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: June 23, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: Billy Frasure
VP, Finance and Office Services

Renewable Energy Program (continued)

ELIGIBILITY

Under Option A, a "Pledge to Purchase Renewable Energy" must be signed by the member prior to service under this rider. Retail members may not owe any arrearage prior to participating in the Renewable Energy Program. Funds contributed by retail members are not refundable.

Under Option B, a retail member must execute an agreement with Clark Energy Cooperative, Inc. and EKPC to purchase, supply or secure a minimum renewable capacity of 1 MW. The maximum annual renewable energy under the agreement cannot exceed the participating member's average annual consumption over the previous three (3) years. For new businesses with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

Under Option C, C&I retail members, in conjunction with Clark Energy Cooperative, Inc. and EKPC, will determine the type of renewable resource and number of RECs the Clark Energy Cooperative, Inc. and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but will automatically renew monthly until the retail member provides 60 days' notice of cancellation. The retail member may also amend the agreement to change the number of RECs or type of renewable resource generating such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC. (T) (T)

The sum of renewable energy purchased under Option B and the RECs purchased and retired under Option C shall not exceed the retail member's annual usage.

RATE

Under Option A, monthly contributions of any amount in $2.75 increments shall be made pursuant to the terms of the "Pledge to Purchase Renewable Energy". The fuel adjustment clause and the environmental surcharge are not applicable to the Option A Renewable Energy Program contributions.

Under Option B, the renewable energy rate shall be set forth under the individual participating renewable energy agreements. The retail member's bill will be credited for the base fuel, the fuel adjustment clause, capacity credits when applicable, and the variable portion of the Environmental Surcharge that EKPC credited to Clark Energy Cooperative, Inc. per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from base fuel, fuel adjustment clause, capacity credits when applicable, and variable environmental surcharge for the delivered renewable energy delivered pursuant to the agreement. The total credit will be the lesser of this credit amount or the PJM Localized Marginal Cost.

DATE OF ISSUE: June 23, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: Billy Frasure
VP, Finance and Office Services

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Renewable Energy Program (continued)

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Clark Energy Cooperative, Inc. or EKPC. They will have the option to instruct Clark Energy Cooperative, Inc. and EKPC to purchase: (i) RECs covering a set percentage of their energy consumption each month; (ii) a set dollar amount of RECs per month; or (iii) a set number of MWhs. The participating C&I retail member can set a REC price that requires additional approvals for the Clark Energy Cooperative, Inc. and EKPC to purchase RECs per the Agreement. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements.

BILLING AND MINIMUM CHARGE

Under Option A, the retail member will be billed monthly for the amount the retail member pledged to contribute in their "Pledge to Purchase Renewable Energy". Existing Envirowatts retail participants will be billed at their existing rate of $2.75 per their existing agreement or pledge.

Under Option B, the retail member will be billed for the renewable energy per the agreement.

Under Option C, Clark Energy Cooperative, Inc. will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of $100 and incurred volumetric fees. Volumetric fees includes per REC costs paid directly to other parties by EKPC to procure specific types of RECs, (ie. Green-e® Energy certified RECs) and per REC costs paid directly to other parties by EKPC to retire RECs via industry recognized renewable attribute registries. For any agreement instructing Clark Energy Cooperative, Inc. and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of EKPC's annual short-term borrowing rate will be added to the participant's electric bill. N

TERMS OF SERVICE AND PAYMENT

This rider shall be subject to all other terms of service and payment of the applicable tariffs and adjustment clauses to which it is applied to each retail member.

DATE OF ISSUE: May 31, 2024

DATE EFFECTIVE: July 01, 2024

ISSUED BY: Billy Frasure
VP, Finance and Office Services

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COMMERCIAL AND INDUSTRIAL
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement ("Agreement") is made and entered into this _____ day of_____, 20___, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"); Clark Energy Cooperative, Inc., with its principal place of business at 2640 Iron Works Road, Winchester, Kentucky 40391 ("Cooperative"); and the following identified commercial or industrial end-use retail ("Customer"), who is a Member of Cooperative:

Customer: _____

Mailing Address: _____

Service Address(es): _____

Telephone Number: _____ Email: _____

Account Number(s): _____

WHEREAS, Customer is a commercial or industrial customer of Cooperative and has an interest in acquiring energy from renewable resources and/or renewable energy credits ("RECS") arising from the generation of energy from renewable resources; and

WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, renewable energy and/or purchase and retire REC's from a renewable resource(s) to offset a portion or all of the energy consumed by the Customer at the above-listed service address(es) and account(s);

THEREFORE, in mutual consideration of the promises, representations, recitals, terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Purchase and Sale of Renewable Energy.** The Customer may purchase renewable energy from Cooperative up to an amount equal to the Customer's average annual energy consumption over the previous three (3) calendar years. In the event Customer has not yet consumed power provided by Cooperative for at least three years, the Customer's actual usage shall be used to calculate an average annual energy consumption amount. The amount of energy purchased hereunder shall be equivalent to at least one (1) megawatt (MW) of installed renewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary to fulfill the obligation to purchase and sell renewable energy are set forth [illegible] and incorporated by reference as if set forth here

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2. **Purchase and Sale of Renewable Energy Credits**. The Customer may direct Cooperative and EKPC to offset up to all of the Customer's energy consumption, resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer's energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours ("MWhs") to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure an advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.

3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall net exceed the Customer's energy usage at all accounts listed above.

4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative's electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.

5. **Distribution**. The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer's meter(s).

6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer's meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Customer's meter.

7. **Renewable Resources.** The Customer may ch
resource from which the renewable energy or

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generated. The choices available include: solar, wind, hydro, landfill methane gas or biomass. The Customer may not request or designate that the renewable energy or RECs purchased hereunder be acquired from any particular generation facility. EKPC retains the sole and exclusive right to select the resource(s) from which the renewable energy and REC purchases contemplated herein are acquired.

8. **Pricing.**

(a) **Energy Pricing.** [TO BE NEGOTIATED ON A CASE BY CASE BASIS BASED UPON APPLICABLE RATE SCHEDULES.]

(b) **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to EKPC the market value of the RECs purchased on the Customer's behalf without mark-up from either Cooperative or EKPC. EKPC will increase the Cooperative's monthly wholesale bill for the RECs purchased at the market price plus a monthly transactional fee of $100 and incurred volumetric fees. Volumetric fees includes, but are not limited to, per REC costs paid to other parties by EKPC to procure specific types of RECs, (ie. Green-e® Energy certified RECs) and per REC costs to retire RECs via industry recognized renewable attribute registries. For any agreement instructing EKPC to purchase REC's in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual retail deposit accrual rate set by the Commission will be added to the Cooperative's bill. T

9. **Wholesale Credits.** The Cooperative shall receive a monthly credit on its wholesale power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall EKPC be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

10. **Retail Credits.** The Customer shall receive a monthly credit on its retail power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall Cooperative be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

11. **Billing.** EKPC shall invoice the Cooperative for all renewable energy delivered to the Cooperative and all RECs purchased and retired on behalf of the Customer, together with the REC purchase transaction fee, and volumetric fees, as part of the invoice it sends to the Cooperative for all non-rene
by the Cooperative. The Cooperative shall the
renewable energy delivered to the Customer and al T

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behalf of the Customer, together with the REC purchase transaction fee, and volumetric fees, as part of the invoice it sends to the Customer for all non-renewable energy purchases by the Customer. In both cases, the invoice shall provide sufficient information to demonstrate the manner in which the charges for renewable energy sales were calculated. T T

12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and or Cooperative, when such purchases are made in performance of their respective obligations under this agreement, and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy or RECs are actually sold by EKPC or Cooperative to another buyer from the price set forth herein or the purchased REC price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and efforts made by EKPC and or Cooperative to market the renewable energy or RECs at the best market price attainable.

13. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of ____ years (the "Term"), subject to early termination as provided herein. [NOTE: THIS TERM WILL NEED TO BE UPDATED IN A MANNER CONSISTENT WITH THE TARIFF BASED UPON WHETHER IT IS AN ENERGY PURCHASE, REC PURCHASE OR COMBO PURCHASE.]

14. **Obligation to Customer.** EKPC and Cooperative agree to provide Customer with reasonable updates in the event of any changes in the availability of renewable energy or RECs purchased pursuant to this Agreement.

15. **Non-Transferrable.** The Customer may not transfer or assign any obligation, right, liability, or credit arising under this Agreement from one account or service address to another account or service address that is not listed above. The Customer may not transfer, assign, convey, sell or donate this Agreement to any other person unless EKPC and the Cooperative have both provided their express written consent to such action. Such consent may be granted or withheld in the sole discretion of EKPC and the Cooperative.

16. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer's receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Kentucky Public Service Commission ("Commission") which applies to the Customer. Likewise, nothing in this [illegible] effect, limit, alter, amend or change the terms or

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

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

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;

(b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

(c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph twelve (12) above) if such failure is not remedied within three (3) Business Days after written notice;

(d) such Party becomes bankrupt; or

(e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

18. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, any other Party (the "Non-Defaulting Party") shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement's Term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall includ

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in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

19. **Security and Guaranty.** [THIS SECTION SHALL BE INCLUDED IN ANY AGREEMENT WHERE EKPC'S OR COOPERATIVE'S MARKET OR CREDIT EXPOSURE IS ANTICIPATED TO EXCEED $5,000 DURING ANY YEAR OF THE TERM.]

(a) **Financial Information.** If requested by any other Party to this Agreement, a Party shall deliver within one hundred twenty (120) days following the end of each fiscal year, a copy of the Party's or Party's parent company annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles (i.e. GAAP, IFRS and the RUS USoA); provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the Party providing such information diligently pursues the preparation, certification and delivery of the statements. Each Party shall provide concurrent notice to the other Parties in the event of a material negative change in its financial condition.

(b) **Obligation to Provide Performance Assurance**.

(i) **By Customer.** The Customer, or its Guarantor, shall provide Performance Assurance acceptable to Cooperative and EKPC in an amount equal to:

(A) the current sum of the Early Customer Termination Payment if: (1) the Customer's highest Credit Rati ng is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; (2) an Event of Default on the part of the Customer has occurred; or (3) the Customer has no Credit Rating from S&P, Fitch or Moody's;

(B) half the current sum of th
Payment if the Customer's h

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"A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2" from Moody's, inclusive; or

(C) zero if the Customer's highest Credit Rating is better than "A" from S&P or Fitch or "A2" from Moody's.

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Early Customer Termination Payment shall be calculated quarterly. If Customer provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and EKPC will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

(ii) **By EKPC.** EKPC shall provide Performance Assurance acceptable to Customer in an amount equal to:

(A) the current sum of the Supplier Early Termination Payment if: (1) EKPC's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; or (2) an Event of Default on the part of EKPC has occurred;

(B) half the current sum of the Supplier Early Termination Payment if EKPC's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from Standard & Poor's or "Baa2" from Moody's, inclusive; or

(C) zero if the EKPC's highest Credit Rating is better than "A" with S&P or Fitch or "A2" from Moody's.

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Supplier Early Termination Payment shall be calculated quarterly. If EKPC provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and Customer will release the excess Performance Assurance as appropriate. For purposes of
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the respective rating then ass

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senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

(iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than $5,000.

(c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least $1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Cred it shall be borne by the Pledging Party.

(d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:

(i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Cred it that is issued by a bank acceptable to the Secured Pa after such refusal;

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(ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit; and

(iii) With respect to each such Letter of Credit, the Pledging Party hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful attorney-in-fact with full irrevocable power and authority to act in the name, place and stead of the Pledging Party or in the Secured Party's own name, from time to time in the Secured Party's discretion, but only in strict adhere to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of this Paragraph 19.

(e) **Exercise of Rights Against Performance Assurance.** In the event that: (1) an Event of Default with respect to the Pledging Party has occurred and is continuing, and all required notices have been given and any cure periods set forth in this Agreement have run; or (2) the Agreement is terminated by any Party prior to the expiration of the term, a Secured Party may exercise any one or more of the rights and remedies provided under the Agreement or as otherwise available under applicable Kentucky law, including, without limitation, exercising any one or more of the following rights and remedies:

(i) all rights and remedies available to a secured party under the Kentucky Uniform Commercial Code and other applicable Laws with respect to the Performance Assurance held by or for the benefit of the Secured Party;

(ii) the right to set off any Performance Assurance held by or for the benefit of the Secured Party against, and in satisfaction of, any amount payable by the Pledging Party in respect of any of its obligations; and

(iii) the right to draw in strict adherence with the terms on any outstanding Letter of Credit issued for its benefit. A Secured Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. The Pledging Party shall in all events remain liable to the Secured Party for any amount payable by the Pledging Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off.

(f) **Encumbrance; Grant of Security Inte**

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and complete payment of all amounts due or that may now or hereafter become due from a Party to the other Party and the performance by a Party of al l covenants and obligations to be performed by it pursuant to this Agreement, each Party hereby pledges, assigns, conveys and transfers to the other Parties, and hereby grants to the other Parties a present and continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order to perfect the other Party's continuing security interest in, and lien on (and right of setoff against), such Performance Assurance.

(g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.

(h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31st of each subsequent year the Agreement is in effect):

(i) Pay to Cooperative a sum equal to the amount necessary to purchase a bond or secondary insurance policy equal to the amount of two times the estimated monthly average [RATE SCHEDULE] billings; or

(ii) Provide a surety bond issued by any Certified Company listed on the most recent version of the U.S. Department of the Treasury's Circular 570 naming Cooperative as the beneficiary thereof and in an amount equal to two times the estimated monthly average [RATE SCHEDULE] billings.

(j) **Early Termination Payment Calculation.**

(i) **By Customer.** The Early Customer Termination Payment shall be the sum of:

(A) **Wholesale Renewable I**
that the Customer ceases operations at the facility or

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otherwise stops taking service at the Facility at any time within the Term of this Agreement, the Customer shall pay EKPC/Cooperative the difference, if positive, of the levelized cost of existing renewable energy contracts less the forward market value of equivalent renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) within 30 days from the date the Customer ceases operations at the Facility or stops taking service at the Facility; and

(B) **REC Program**. In the event that the Customer fails to purchase all RECs which have been ordered pursuant to the terms of this Agreement, the Customer shall pay EKPC/Coop the difference, if positive, of the sum paid for the RECs less the current market value of the RECs within thirty (30) days from the date the Customer's payment obligation became an Event of Default.

(ii) **By EKPC**. The Early Supplier Termination Payment shall be the sum of:

(A) **Wholesale Renewable Energy Program**. In the event that EKPC defaults on its obligation to sell renewable energy to Customer, other than as a result of a Force Majeure, at any time within the Term of this Agreement, EKPC shall pay Customer the difference, if positive, of the forward market value of equivalent renewable energy less the levelized cost of contracted renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) (the "Supplier Early Termination Payment") within 30 days from the date EKPC defaults on its obligation to sell renewable energy hereunder; and

(B) **REC Program.** In the event that EKPC fails to supply all RECs which have been ordered pursuant to the terms of this Agreement, EKPC shall pay Customer the difference, if positive, of the sum paid by the Customer for RECs less the current market value of the RECs within thirty (30) days from the date EKPC's obligation to supply the RECs became an Event of Default.

20. **Disputes and Adjustments of Bills.** A Party r correctness of any invoice or any adjustment to Agreement or adjust any invoice for any arithmet

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twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Parties. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the rate of two percent (2%) over the stated rate for commercial paper as published in the Wall Street Journal on the date that notice of the Dispute is given, from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other Parties are notified in accordance with this paragraph within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

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

22. **Representations and Warranties.** Each Party represents and warrants to the other Parties that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all ne

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any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, except as set forth herein;

(d) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

(e) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;

(f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(g) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(h) it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

(i) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all renewable energy and to purchase all RECs referred to herein; and

(j) the material economic terms of this Agreement were and are subject to individual negotiation by the Parties.

23. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d necessity for compliance with any court or ad ordinance, regulation, order, or policy having the

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governmental authority having jurisdiction. In the event of any inability by EKPC or the Cooperative to acquire or deliver the renewable energy contemplated to be purchased herein, the Customer agrees to accept non-renewable energy from the Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s).

24. **Limitation of Liability. EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE RENEWABLE ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING, TRANSMITTING OR DISTRIBUTING SAME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EKPC OR THE COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES.**

25. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each Party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested: (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Parties in writing of the change of address for notices to be sent.

26. **Regulatory Approvals.** The Agreement is subject to approval by the Commission. This Agreement shall be filed with the Commission by EKPC within twenty (20) days of its full and final execution and EKPC and Cooperative agree to use reasonable efforts to obtain said approval from the Commission. However, in the event that Commission approval is not obtained within one hundred twenty (120) days, the Agreement shall be null and void. This Agreement may also be filed with the United States Rural Utilities Service, however, such a filing would be for informational purposes only.

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27. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party.

28. **Forward Contract.** The Parties acknowledge and agree that all sales of renewable power hereunder constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

30. **Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

31. **Jurisdiction.** Each party agrees that any suit, action, dispute or other proceeding arising out of the Agreement or any transaction contemplated by the Agreement shall be heard in, and hereby irrevocably submits to the exclusive jurisdictions of the Circuit Court of Clark County, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth in the Agreement shall be effective service of process for any actions, suit, dispute or other proceeding described herein. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the aforementioned courts and the related appellate courts, and hereby and thereby further irrevocably and unconditionally waives an

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any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

32. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<CUSTOMER>

_____
CUSTOMER NAME (please print)

_____
CUSTOMER SIGNATURE

<CO-OP>

_____
<CO-OP REPRESENTATIVE NAME AND TITLE> (please print)

_____
SIGNATURE

EAST KENTUCKY POWER COOPERATIVE, INC.

_____
<TITLE>, EAST KENTUCKY POWER COOPERATIVE, INC. (please print)

_____
SIGNATURE

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Linda C. Bridwell
Executive Director
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APPENDIX A

ORDER SUMMARY

Renewable Energy Resources (If Applicable)

Customer's Average Annual Energy Consumption = _____ MWhs per year

Amount of Renewable Energy to be Purchased = _____ MWhs per year

Equivalent MWs of Capacity to be Purchased = _____ MWs

Renewable Energy Credits (If Applicable)

Amount of Renewable Energy Credits to be Purchased (Choose One) =

_____ % of Customer's monthly energy consumption**;

_____ Dollars per month; or

_____ MegaWatt Hours per month**

Types of Renewable Energy Credits to be Purchased (check all that apply):

_____	Solar	_____% of RECs
_____	Wind	_____% of RECs
_____	Hydro	_____% of RECs
_____	Landfill Methane Gas	_____% of RECs
_____	Biomass	_____% of RECs
_____	Least-Cost Resource	_____% of RECs

(___) Check here to utilize Renewable Energy Credits in addition to Renewable Energy Resources

**** REC Price requiring additional approval: $ _____ month)**

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APPENDIX B

FORM OF GUARANTY

GUARANTY AGREEMENT

This is a GUARANTY AGREEMENT (the "Guaranty Agreement"), dated and effective as of January __, 2020, by and between: **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"), **[COOP]**, a Kentucky corporation with its principal offices at [ADDRESS] ("Cooperative"); and _____, a _____ corporation with its principal offices at _____ ("Guarantor").

Recitals

WHEREAS [CUSTOMER]. ("Customer") has entered into a Commercial and Industrial Power Agreement with Renewable Energy Power and/or Renewable Energy Credit Purchases, dated _____, with EKPC and Cooperative (the "Industrial Power Agreement"), pursuant to which Customer has made certain promises and covenants and has certain payment and performance assurance obligations; and

WHEREAS the Industrial Power Agreement requires Customer. to post varying amounts of performance assurance under certain circumstances involving its credit rating from Standard & Poor's or Moody's; and

WHEREAS Customer may use the credit rating of an affiliate who agrees to guaranty its payment and performance assurance obligations under the Industrial Power Agreement; and

WHEREAS, Guarantor, a corporate affiliate, parent, subsidiary or other entity or entities under common control with Customer, agrees to be Customer's guarantor under the Industrial Power Agreement, thereby substituting its credit rating for that of Customer and reducing the amount of performance assurance required under the Industrial Power Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty of Payment and Performance.** The Guarantor, intending to be bound as an accommodation party for Customer, absolutely and unconditionally guarantees to EKPC and Cooperative, their respective successors, endorsees, transferees and assigns, the prompt performance by Customer of all of Customer's payment and performance assurance obligations under the Industrial Power Agreement (collectively, the "Guaranteed Obligations").

2. **Obligations Unconditional**. This is an unconditional and absolute guaranty of payment and performance. If for any reason Customer fails to ob
undertaking or condition (whether affirmative or negative) in th
be performed or observed by Customer, or if any event of de

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required notice has been given and any cure period has run, the Guarantor shall promptly perform or observe or cause to be performed or observed each such obligation, undertaking or condition, or be responsible for the damages occasioned by such default, regardless of any set-off or counterclaim which Customer may have or assert, and regardless of whether or not EKPC or Cooperative, or anyone on their behalf, shall have instituted any suit, action or proceeding or exhausted their remedies or taken any steps to enforce any rights against Customer, or any other person to compel such performance or to collect all or any part of such amount pursuant to the provisions of the Industrial Power Agreement, or at law or in equity, or otherwise, and regardless of any other condition or contingency. The liability of the Guarantor shall be for the entire amount of the Guaranteed Obligations, jointly and severally with that of Customer.

3. **Waivers and Agreements.** The Guarantor hereby unconditionally:

(a) Waives any requirement that EKPC or Cooperative first seeks to enforce its remedies against Customer or any other person or entity before seeking to enforce this Guaranty Agreement against the Guarantor.

(b) Covenants that the Guarantor's obligations under this Guaranty Agreement will not be discharged except by complete payment and performance of all the Guaranteed Obligations existing under the Industrial Power Agreement.

(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder; or any limitation on the method or terms of payment or performance assurance thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(d) Waives any obligation that EKPC or Cooperative might otherwise have to marshal assets or to proceed against any particular persons or assets in any particular order.

IT IS THE INTENTION OF THE GUARANTOR THAT THIS AGREEMENT CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL GUARANTY IN ANY AND ALL CIRCUMSTANCES, AND THIS GUARANTY AGREEMENT SHALL BE DISCHARGED ONLY BY THE PERFORMANCE IN FULL OF ALL OF THE GUARANTEED OBLIGATIONS.

4. **Waiver of Notice.** The Guarantor waives notice of acceptance of this Guaranty Agreement by EKPC and Cooperative, notice of execution and delivery of this Guaranty Agreement, and any other guaranty agreement, or any instrument referred to in such documents. The Guarantor further waives, to the fullest extent permitted by applicable law, each and every notice to which the Guarantor would otherwise be entitled under principles of guaranty or suretyship law. Without limiting the generality of the foregoing, the Guarantor hereby expressly waives all notices and defenses whatsoever with respect to th
respect to the Guaranteed Obligations, including, but not lim
Cooperative's acceptance of this Guaranty Agreement or its i

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reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any other obligation or liability) by Customer or any accommodation party, co-maker, surety, pledgor, mortgagor, grantor of security, any other guarantor(s) or any other person or entity; notice of the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty Agreement), pledge, mortgage, security interest, assignment, or other security for any of the Guaranteed Obligations; notice of dishonor; notice of nonpayment; notice of acceleration of the Guaranteed Obligations; notice of the making of a demand for payment of the liability or obligations of Customer; presentment and notice of presentment; protest and notice of protest; demand and notice of demand; nonpayment and notice of nonpayment; notice of the disposition of any collateral held to secure the Guaranteed Obligations; and any other notice required by law or otherwise.

5. **Subrogation**. The Guarantor agrees not to exercise any right which may have been acquired by way of subrogation under this Guaranty Agreement, by any payment made hereunder or otherwise, unless and until all of the Guaranteed Obligations, including, but not limited to, all obligations, undertaking or conditions to be performed or observed by Customer pursuant to the Industrial Power Agreement, shall have been performed, observed or paid in full. If any payment shall be made to the Guarantor on account of such subrogation rights at any time when such obligations, undertakings or conditions have not been performed, observed or paid in full, the Guarantor shall pay each and every such amount to EKPC or Cooperative if any amount is outstanding under the Industrial Power Agreement, to be credited and applied upon any of the obligations, undertakings or conditions to be performed, observed or paid pursuant to the Guaranty Agreement.

6. **Maximum Aggregate Liability and Termination**. For purposes of KRS 371.065: (a) the amount of the maximum aggregate liability of the Guarantor hereunder is the sum of all payment and performance assurance obligations of Customer as specified and calculated in the Industrial Power Agreement, plus all interest accruing on the Guaranteed Obligations and fees, charges and costs of collecting the Guaranteed Obligations, including reasonable attorneys' fees; and (b) this Guaranty Agreement shall remain in full force and effect until, and shall terminate on the date which the Industrial Power Agreement also terminates; provided, however, that termination of this Guaranty Agreement on such termination date shall not affect in any manner the liability of the Guarantor with respect to: (i) claims by EKPC or Cooperative against Customer which arise under the Industrial Power Agreement prior to such termination date; or (ii) Guaranteed Obligations created or incurred prior to such termination date, and extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Guaranteed Obligations prior to, on or after such termination date.

7. **Miscellaneous**.

(a) This Guaranty Agreement shall be binding upon the Guarantor and the Guarantor's successors and assigns, and shall inure to the benefit and Cooperative and their respective successors, transferees and a holder of any indebtedness, obligation or liability of Customer c

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Guaranteed Obligations.

(b) EKPC and Cooperative may enforce this Guaranty Agreement with respect to one or more breaches either separately or cumulatively.

(c) This Guaranty Agreement may not be modified or amended without the prior written consent of each Party hereto, and any attempted modification or amendment without such consent shall be void.

(d) This Guaranty Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (without regard to the conflicts of laws rules) of the Commonwealth of Kentucky.

(e) If any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by any law applicable to this Guaranty Agreement, the rights and obligations of the Parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this did not contain that particular part, term or provision. A determination in one jurisdiction that any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

(f) The headings in this Guaranty Agreement have been included for ease of reference only and shall not be considered in the construction or interpretation of this Agreement.

(g) This Guaranty Agreement may be signed by each Party hereto upon a separate copy, and in such case, one counterpart of this Guaranty Agreement shall consist of enough of such copies to reflect the signature of each Party.

(h) This Guaranty Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Guaranty Agreement or its terms to account for more than one such counterpart.

(i) In the event that any of the Guaranteed Obligations arise out of or are evidenced by more than one obligation or liability of Customer to EKPC or Cooperative, this Guaranty Agreement may be enforced as to each separate liability or obligation constituting a Guaranteed Obligation, either separately or cumulatively.

(j) Guarantor acknowledges and agrees that any suit, action or proceeding with respect to or arising out of this Guaranty Agreement shall only be brought in: the Circuit Court of Clark County Kentucky, or [COOP'S LOCALE] County, Kentucky, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate court; and Guarantor hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor waives any other preferential jurisdiction by reason of domicile. Guarantor hereby irrevoc
Guarantor may now or hereafter have to the laying of venue c
brought in any one of the above-described courts or that any su

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been brought in an inconvenient forum.

(k) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT GUARANTOR NOW HAS, OR MAY HAVE IN THE FUTURE, TO A TRIAL BY JURY ON ANY CLAIM, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

EAST KENTUCKY POWER COOPERATIVE, INC.

By: _____

Title: _____

[COOP]

By: _____

Title: _____

[GUARANTOR]

By: _____

Title: _____

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Executive Director
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For All Areas Served
Community, Town or City

P.S.C. No. 2
Revision 2 **SHEET NO.** 81

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CANCELLING P.S.C. NO. 2
Revision 1 **SHEET NO.** 81

CLASSIFICATION OF SERVICE

RATES SCHEDULE NM—NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Clark Energy Cooperative's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Clark Energy Cooperative's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Clark Energy Cooperative's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Clark Energy Cooperative with a generating facility that:

1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
2) Has a rated capacity of not greater than forty-five (45) kilowatts; (T)
3) Is located on the member's premises;
4) Is owned and operated by the member;
5) Is connected in parallel with Clark Energy Cooperative's electric distribution system; and
6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

At its sole discretion, Clark Energy Cooperative may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

METERING

Clark Energy Cooperative shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in

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Gwen R. Pinson
Executive Director

DATE OF ISSUE December 23, 2019 **DATE EFFECTIVE** January 13, 2020

ISSUED BY Robert C. Brewer **TITLE** PRE
Name of Officer

EFFECTIVE
1/13/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission in Case No. 2019-00440 dated December 9, 2019.

Clark Energy Cooperative Inc.
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

the Clark Energy Cooperative's Commission-approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Clark Energy Cooperative using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Clark Energy Cooperative to the member-generator and from the member-generator to Clark Energy Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

BILLING AND PAYMENT

For charges collected on the basis of metered registration, Clark Energy Cooperative shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Clark Energy Cooperative exceed the deliveries of energy in kWh from Clark Energy Cooperative to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-

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By Executive Director

DATE OF ISSUE April 8, 2009 **DATE EFFECTIVE** April 8, 2009

ISSUED BY Paul G. Embs **TITLE** PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, .

Clark Energy Cooperative Inc.
Name of Issuing Corporation

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generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Clark Energy Cooperative be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or locations.

APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Clark Energy Cooperative prior to connecting the generator facility to Clark Energy Cooperative system.

Applications will be submitted by the Member and reviewed and processed by Clark Energy Cooperative according to either Level 1 or Level 2 processes defined in this tariff.

Clark Energy Cooperative may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, Clark Energy Cooperative will work with the Member to resolve those issues to the extent practicable.

Members may contact Clark Energy Cooperative to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Clark Energy Cooperative's website.

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By
Executive Director

DATE OF ISSUE April 8, 2009 **DATE EFFECTIVE** April 8, 2009

ISSUED BY Paul G. Embs **TITLE** PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, 2009

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Name of Issuing Corporation

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LEVEL 1 AND LEVEL 2 DEFINITIONS

LEVEL 1

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

Clark Energy Cooperative will approve the Level 1 Application if the generating facility also meets all of the following conditions:

1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 KVA or the nameplate rating of the transformer.
3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
4) If the generating facility is to be connected to three-phase, three wire primary Clark Energy Cooperative distribution lines, the generator shall appear as a phase-to-phase connection at the primary Clark Energy Cooperative distribution line.
5) If the generating facility is to be connected to three-phase,

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four wire primary Clark Energy Cooperative distribution lines, the generator shall appear to the primary Clark Energy Cooperative distribution line as an effectively grounded source.

6) The interconnection will not be on an area or spot network.
7) Clark Energy Cooperative does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
8) No construction of facilities by Clark Energy Cooperative on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, Clark Energy Cooperative, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Clark Energy Cooperative determines that the generating facility can be safely and reliably connected to Clark Energy Cooperative's system; or 2) deny the Application as submitted under the Level 1 Application.

Clark Energy Cooperative shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Clark Energy Cooperative shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, Clark Energy Cooperative will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Clark Energy Cooperative. Clark Energy Cooperative's approval section of the

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Application will indicate if an inspection and witness test are required. If so, the Member shall notify Clark Energy Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Clark Energy Cooperative to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Clark Energy Cooperative and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Clark Energy Cooperative expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and [Name of Cooperative] approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Clark Energy Cooperative.

If the Application is denied, Clark Energy Cooperative will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

LEVEL 2

A Level 2 Application is required under any of the following:

1) The generating facility is not inverter based;
2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
3) The generating facility does not meet one or more of the additional conditions under Level 1.

Clark Energy Cooperative will approve the Level 2 Application if the generating facility meets Clark Energy Cooperative's technical interconnection requirements, which are based on IEEE 1547.

Clark Energy Cooperative will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time

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ISSUED BY Paul G. Embs **TITLE** PRESIDENT & C.E.O.
Name of Officer

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Clark Energy Cooperative will respond in one of the following ways:

1) The Application is approved and Clark Energy Cooperative will provide the Member with an Interconnection Agreement to sign.
2) If construction or other changes to Clark Energy Cooperative's distribution system are required, the cost will be the responsibility of the Member. Clark Energy Cooperative will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, [Name of Cooperative] will provide the Member with an Interconnection Agreement to sign within a reasonable time.
3) The Application is denied. Clark Energy Cooperative will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Clark Energy Cooperative approval. Member may resubmit Application with changes.

If the Application lacks complete information, Clark Energy Cooperative shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to Clark Energy Cooperative's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Clark Energy Cooperative and all necessary conditions stipulated in the agreement

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are met.

APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Clark Energy Cooperative for Level 1 Applications.

Clark Energy Cooperative requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of $100. In the event Clark Energy Cooperative determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to $1,000 for the initial impact study. Clark Energy Cooperative shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Clark Energy Cooperative's distribution system, the Member's generating facility shall comply with the following terms and conditions:

1) Clark Energy Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Clark Energy Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested

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practices for safe, efficient and reliable operation of the generating facility in parallel with Clark Energy Cooperative's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Clark Energy Cooperative, the Member shall demonstrate generating facility compliance.

3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Clark Energy Cooperative's rules, regulations, and Service Regulations as contained in Clark Energy Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4) Any changes or additions to Clark Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Clark Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.

5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Clark Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with

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Clark Energy Cooperative's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Clark Energy Cooperative to any of its other members or to any electric system interconnected with Clark Energy Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Clark Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Clark Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Clark Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Clark Energy Cooperative.

7) After initial installation, Clark Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Clark Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be

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capable of fully disconnecting the Member's energy generating equipment from Clark Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Clark Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Clark Energy Cooperative personnel at all times. Clark Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Clark Energy Cooperative's safety and operating protocols.

9) Clark Energy Cooperative shall have the right and authority at Clark Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Clark Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Clark Energy Cooperative's electric system may create or contribute to a system emergency on either Clark Energy Cooperative's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Clark Energy Cooperative's electric system; or (c) the generating facility interferes with the operation of Clark Energy Cooperative's electric system. In non-emergency situations, Clark Energy Cooperative shall give the Member

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notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Clark Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, Clark Energy Cooperative may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Clark Energy Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Clark Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Clark Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of Clark Energy Cooperative or its employees, agents, representatives, or contractors. The liability of Clark Energy Cooperative to the Member for injury to person and property shall be governed by

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the tariff(s) for the class of service under which the Member is taking service.

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Clark Energy Cooperative with proof of such insurance at the time that application is made for net metering.

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Clark Energy Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14) A Member's generating facility is transferable to other persons or service locations only after notification to Clark Energy Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Clark Energy Cooperative will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Clark Energy Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.

15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be

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terminated as follows:

(a) Member may terminate this Agreement at any time by giving Clark Energy Cooperative at least sixty (60) days' written notice;

(b) Clark Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility;

(c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Clark Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default;

(d) Clark Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to:

Clark Energy Cooperative, PO Box 748, Winchester, KY 40392

If you have questions regarding this Application or its status, contact the Cooperative at:

(859) 901-9234, (859) 744-4251, kmann@clarkenergy.com

T

Member Name: _____ Account Number: _____

Member Address: _____

Member Phone No.: _____ Member E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

_____

_____

_____

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (i.e., solar panels, wind turbine): _____

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: _____

KENTUCKY
PUBLIC SERVICE COMMISSION
~~Linda C. Bridwell~~
Executive Director
Linda C. Bridwell
EFFECTIVE
2/12/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issue Date: January 12, 2026
Effective Date: February 12, 2026

Issued by: Billy O. Frasure
Name/Title: Billy O. Frasure - V.P. Finance and Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, 2009.

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Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

TERMS AND CONDITIONS FOR INTERCONNECTION

1) Clark Energy Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Clark Energy Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Clark Energy Cooperative's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Clark Energy Cooperative, the Member shall demonstrate generating facility compliance.
3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Clark Energy Cooperative's rules, regulations, and Service Regulations as contained in Clark Energy Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission.

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as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4) Any changes or additions to Clark Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Clark Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.

5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Clark Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Clark Energy Cooperative's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Clark Energy Cooperative to any of its other members or to any electric system interconnected with Clark Energy Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Clark Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Clark Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Clark Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Clark Energy Cooperative.

7) After initial installation, Clark Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Clark Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.

8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Clark Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Clark Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter,

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the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Clark Energy Cooperative personnel at all times. Clark Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Clark Energy Cooperative's safety and operating protocols.

9) Clark Energy Cooperative shall have the right and authority at Clark Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Clark Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Clark Energy Cooperative 's electric system may create or contribute to a system emergency on either Clark Energy Cooperative 's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Clark Energy Cooperative 's electric system; or (c) the generating facility interferes with the operation of Clark Energy Cooperative's electric system. In non-emergency situations, Clark Energy Cooperative shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Clark Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, Clark Energy Cooperative may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Clark Energy Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Clark Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Clark Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of Clark Energy Cooperative or its employees, agents, representatives, or

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contractors. The liability of Clark Energy Cooperative to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Clark Energy Cooperative with proof of such insurance at the time that application is made for net metering.

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Clark Energy Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14) A Member's generating facility is transferable to other persons or service locations only after notification to Clark Energy Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Clark Energy Cooperative will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Clark Energy Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.

15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Clark Energy Cooperative at least sixty (60) days' written notice; (b) Clark Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Clark Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Clark Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Clark

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Name of Officer

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Name of Issuing Corporation

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Energy Cooperative's Net Metering Tariff.

Member Signature_____ Date_____

Title_____

COOPERATIVE APPROVAL SECTION

When signed below by a Cooperative representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Cooperative inspection and witness test: ☐ Required ☐ Waived

If inspection and witness test is required, the Member shall notify the Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Cooperative to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by the Cooperative and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.
Call _____ to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours: ☐ Allowed ☐ Not Allowed

If inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: _____

_____

_____

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

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Name of Issuing Corporation

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LEVEL 2

Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application along with an application fee of $100 to:

Clark Energy Cooperative, PO Box 748, Winchester, KY 40392

If you have questions regarding this Application or its status, contact the Cooperative at:

(859) 901-9234, (859) 744-4251, kmann@clarkenergy.com

T

Member Name: _____ Account Number: _____

Member Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

_____

_____

_____

Total Generating Capacity of Generating Facility: _____

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
2/12/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issue Date: January 12, 2026
Effective Date: February 12, 2026

Issued by: Billy O. Frasure
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, 2009.

Clark Energy Cooperative Inc.
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Typically this should include the following:

1) Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.

2) Control drawings for relays and breakers.

3) Site Plans showing the physical location of major equipment.

4) Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.

5) If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.

6) A description of how the generator system will be operated including all modes of operation.

7) For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

8) For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).

9) For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature: _____ Date: _____

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LEVEL 2
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this_____ day of_____, 20__, by and between Clark Energy Cooperative (Cooperative), and _____(Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

TERMS AND CONDITIONS FOR INTERCONNECTION

1) Clark Energy Cooperative shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Clark Energy Cooperative's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the generating facility in parallel with Clark Energy Cooperative's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of

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the generating facility. Upon reasonable request from Clark Energy Cooperative, the Member shall demonstrate generating facility compliance.

3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Clark Energy Cooperative's rules, regulations, and Service Regulations as contained in Clark Energy Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

4) Any changes or additions to Clark Energy Cooperative's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Clark Energy Cooperative for actual costs incurred for all such excess facilities prior to construction.

5) Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Clark Energy Cooperative's electric system. At all times when the generating facility is being operated in parallel with Clark Energy Cooperative's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Clark Energy Cooperative to any of its other members or to any electric system interconnected with Clark Energy Cooperative's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Clark Energy Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Clark Energy Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Clark Energy Cooperative shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Clark Energy Cooperative.

7) After initial installation, Clark Energy Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Clark Energy Cooperative shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation,

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maintenance, and operation of the generating facility comply with the requirements of this tariff.

8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Clark Energy Cooperative's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Clark Energy Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Clark Energy Cooperative personnel at all times. Clark Energy Cooperative may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Clark Energy Cooperative's safety and operating protocols.

9) Clark Energy Cooperative shall have the right and authority at Clark Energy Cooperative's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Clark Energy Cooperative believes that: (a) continued interconnection and parallel operation of the generating facility with Clark Energy Cooperative's electric system may create or contribute to a system emergency on either Clark Energy Cooperative 's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Clark Energy Cooperative 's electric system; or (c) the generating facility interferes with the operation of Clark Energy Cooperative's electric system. In non-emergency situations, Clark Energy Cooperative shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Clark Energy Cooperative is unable to immediately isolate or cause the Member to isolate only the generating facility, Clark Energy Cooperative may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Clark Energy Cooperative, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.

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Executive Director

DATE OF ISSUE April 8, 2009 DATE EFFECTIVE April 8, 2009

ISSUED BY Paul G. Embs TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in
Case No. 2008-00169 dated January 8, 2009.

Clark Energy Cooperative Inc.
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11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Clark Energy Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Clark Energy Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of Clark Energy Cooperative or its employees, agents, representatives, or contractors. The liability of Clark Energy Cooperative to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Clark Energy Cooperative with proof of such insurance at the time that application is made for net metering.

13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Clark Energy Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

14) A Member's generating facility is transferable to other persons or service locations only after notification to Clark Energy Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Clark Energy Cooperative will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Clark Energy Cooperative will notify the Member in writing and list what must be done to place the facility in compliance.

15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Clark Energy Cooperative at least sixty (60) days' written notice; (b) Clark Energy Cooperative may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the

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By Executive Director

DATE OF ISSUE April 8, 2009 DATE EFFECTIVE April 8, 2009

ISSUED BY Paul G Embs TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, 2009.

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other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Clark Energy Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Clark Energy Cooperative may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

CLARK ENERGY COOPERATIVE	**MEMBER**
By: _____	By: _____
_____	_____
Printed Name	Printed Name
Title: _____	Title: _____

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Exhibit A
(To be developed by Cooperative)

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of Utility facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Utility inspection and witness test and when limited operation for testing or full operation may begin.

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By
Executive Director

DATE OF ISSUE April 8, 2009 DATE EFFECTIVE April 8, 2009

ISSUED BY Paul G. Embs TITLE PRESIDENT & C.E.O.
Name of Officer

Issued by authority of an Order of the Public Service Commission in Case No. 2008-00169 dated January 8, 2009.

Section EDR (N)

Economic Development Rider

Applicability

The EDR is available in all the service territory served by Clark Energy Cooperative Corporation ("Clark Energy").

Availability

Available as a rider to qualifying Clark Energy non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.'s ("EKPC") Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, Clark Energy, and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission").

Economic Development

Service under EDR is available to:

1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12-month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County," then the minimum average monthly billing load will be 250 kW over a 12-month period.

2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load"). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County," then the minimum average monthly billing load increase will be 250 kW over a 12-month period. The ED Base load will be determined as follows:

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Economic Development Rider (cont.) (N)

a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Clark Energy, and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.

b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load's value is established, it will not be subject to variation or eligible for service under the EDR.

c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Clark Energy, and the customer concerning the affected portion of the customer's ED Base Load.

3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer specific meter installation shall be recovered from the customer.

4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:

a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.

b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6th of the remaining months of the discount period.

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Economic Development Rider (cont.) (N)

c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.

5) A customer desiring service under the EDR must submit an application for service that includes:

   a. A description of the new load to be served;

   b. The number of new employees, if any, the customer anticipates employing associated with the new load; and

   c. The capital investment the customer anticipates making associated with the EDR load.

6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Clark Energy on or after January 1, 2021.

Rate

The rate available under the EDR shall be in the form of a discount to the Total Demand Charge on the EKPC rate section applicable to the customer. The Total Demand Charge is the sum of all demand charges, including any credits provided under any other demand-related rider, before the EDR discounts as described below are applied. A customer taking service under the EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following discount options:

DATE OF ISSUE: February 19, 2021

DATE EFFECTIVE: March 22, 2021

ISSUED BY: Robert C. Brewer
President & CEO

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Linda C. Bridwell
Executive Director
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Economic Development Rider (cont.)

(N)

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years
Discount to Total Demand Charge:			
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

The discount will not be smaller than the amount calculated from the EKPC rate sections.

Terms and Conditions

1) EKPC and Clark Energy will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.

2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

DATE OF ISSUE: February 19, 2021

DATE EFFECTIVE: March 22, 2021

ISSUED BY: Robert C. Arnett
President & CEO

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
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Economic Development Rider (cont.) (N)

3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Clark Energy initiates service to the customer.

4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract, the successor customer may be allowed to fulfill the balance of the EDR special contract.

5) EKPC and Clark Energy may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

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3/22/2021
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Reserved for Future Use

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: June 23, 2026
MONTH / DATE / YEAR

DATE EFFECTIVE May 1, 2026
MONTH / DATE / YEAR

ISSUED BY Billy Frazier
SIGNATURE OF OFFICER

Reserved for Future Use

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PUBLIC SERVICE COMMISSION
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Executive Director
Linda C. Bridwell
EFFECTIVE
5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: June 23, 2026
MONTH / DATE / YEAR

DATE EFFECTIVE May 1, 2026
MONTH / DATE / YEAR

ISSUED BY Billy Frazier
SIGNATURE OF OFFICER

SCHEDULE PA – POLE ATTACHMENTS

ARTICLE I – OVERVIEW

APPLICABLE

For all areas served.

AVAILABLE

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative's Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative's Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

REGULATION

This Schedule includes the Cooperative's rates, terms, and conditions governing attachments to Cooperative's Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the "**Pole Attachment Regulation**") and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

WEBSITE

Additional information regarding the Cooperative's Pole Attachment services may be found at www.clarkenergy.com including: (i) a Pole Attachment Form applicants must submit with each Application; (ii) the identity and contact information for contractors approved to conduct surveys and self-help Make-ready; (iii) construction standards for Attachments; and (v) contact information for primary and alternate Cooperative personnel

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2025-00392 dated July 2, 2026.
Issue Date: July 30, 2026
Effective Date: September 01, 2026
Issued by:
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

KENTUCKY
PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
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responsible for invoicing, payment, Make-ready work, and escalation of disputes related to Pole Attachments.

APPENDICES

This Schedule includes the following appendices:

APPENDIX A – *Application/Request to Attach*
APPENDIX B – *Specifications for Attachments*
APPENDIX C – *Bill of Sale (template)*
APPENDIX D – *Performance Bond*
APPENDIX E – *Fees and Charges*

ARTICLE II – EXPLANATION OF TERMS

For the purpose of this Schedule, the following terms shall have the following meanings:

A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.

B. **Approved Contractor** is a contractor identified on Cooperative's website at www.clarkenergy.com as appropriately qualified and approved by the Cooperative to provide self-help surveys or Make-ready services.

C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.

D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative's Pole.

E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.

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F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.

G. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.

H. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.

I. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.

J. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.

K. **High Volume Orders** are requests which seek to attach to no more than three percent (3%) of Cooperative's Poles in Kentucky or to no more than 3,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

L. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

M. **Lesser Volume Orders** are requests which seek to attach to no more than zero and seventy-five hundredths percent (0.75%) of Cooperative's poles in Kentucky or to no more than 500 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

N. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or

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Name/Title: Billy O. Frasure – V.P. Finance and Office Services

KENTUCKY
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appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

O. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary

construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.

P. **NJUNS** is the National Joint Utilities Notification System

Q. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative's Poles consistent with law and this Schedule.

R. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.

S. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.

T. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).

U. Pole Attachment Form is the form an applicant is required to submit to Cooperative with each application that (i) designates appropriate applicant personnel responsible for overseeing all Attachments with the Cooperative; and (ii) identifies appropriate applicant personnel associated with each application

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who shall be responsible for coordinating with the Cooperative and ensuring that Attachment-related issues are addressed in a timely manner. A copy of the Cooperative's Pole Attachment Form may be found at www.clarkenergy.com

V. **Rearrange** or **Rearrangement** is the moving of Attachments from one position to another on a Pole.

W. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.

X. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.

Y. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).

Z. **Special Contract** is a pole attachment agreement negotiated in good faith by Cooperative and applicant when applicant's request to attach exceeds the lesser of three thousand (3000) Poles or three percent (3%) of Cooperative's Poles in Kentucky. (This provision shall be inapplicable in the event that the Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky.) At a minimum, the Special Contract shall include:

1. An agreement for a prepaid account from applicant to cover the cost of the request;
2. Direction from applicant regarding Make-ready work that Cooperative can complete without further direction from applicant, including:
   i. The maximum cost per Pole;
   ii. The total cost for Make-ready work for each project or line of each project;
3. Applicant's prioritization of projects if the applicant has submitted multiple requests for attachment;
4. Contact information, including phone numbers and email addresses, for all necessary Cooperative and applicant personnel;

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5. The cadence, location, and necessary personnel for each project; and
6. The timing of surveys and Make-ready.

AA. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.

BB. **Supply Space** is the following described space:

1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.

CC. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.

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DD. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

ARTICLE III – ATTACHMENTS TO POLES

A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee's use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof ("**NESC**"), the National Electrical Code ("**NEC**"), the Occupational Safety and Health Act ("**OSHA**") and Rural Utilities Service ("**RUS**"); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

B. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B ("**Amendment**") shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.

C. Each Licensee shall place, Transfer and Rearrange its own Attachments and shall place guys and anchors to maintain all loads caused by its Attachments. Any

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guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.

D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.

E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES

A. APPLICATION. Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A in the method and form reasonably required by Cooperative along with a signed Pole Attachment Form (the "**Application**"), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative's authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.

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2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.
3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than zero and seventy-five hundredths percent (0.75%) of Cooperative's Poles in Kentucky (or to more than 500 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than ninety (90) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("**OTMR**") process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

B. PROCEDURE

1. Review for Completeness.
   i. Cooperative will review each Application for completeness before reviewing it on its merits. Cooperative shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer Poles. Cooperative shall have an additional one (1) business day to complete its review for completeness for each additional 500-Pole increment in an Application. An Application is considered complete only if it includes a Pole Attachment Form and provides Cooperative the information necessary under this Schedule and Appendix A (or under a Special Contract, if applicable) to make an informed decision on the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative

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may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

ii. An Application will be considered complete unless, within the time prescribed above after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding including citations to this Tariff and the Pole Attachment Regulation.

iii. If an applicant submits an Application for review while a previous Application submitted by the same applicant is still under review, the applicant may prioritize the order in which Cooperative reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by Cooperative.

iv. If an applicant resubmits an Application that was previously found incomplete, the Application need only address the Cooperative's reasons for finding the original Application incomplete and shall be deemed complete within ten (10) business days after its resubmission, unless Cooperative specifies which reasons were not addressed and how the resubmitted Application did not sufficiently address the reasons. The applicant may follow the resubmission procedure as many times as it chooses as long as in each case it makes a bona fide attempt to correct the reasons identified by Cooperative, and in each case the deadline set forth in Article IV section B.1.(i) above shall apply to Cooperative's review.

2. Surveys.

i. An applicant may submit a survey with an Application for five hundred (500) or fewer Poles, which Cooperative shall accept if the applicant used an Approved Contractor for surveys listed on Cooperative's website and the survey was conducted no more than thirty (30) days before submission of the Application. Cooperative shall conduct surveys for all Applications exceeding five hundred (500) Poles.

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ii. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s), unless the applicant submitted a survey with the Application under subpart (i) above that meets all the requirements of this Tariff and the Pole Attachment Regulation.

iii. Except as otherwise provided herein, the following timeframes apply:

a. With respect to Lesser Volume Orders, Cooperative will complete the survey and review on the merits and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.

b. With respect to High Volume Orders, Cooperative will complete the survey and review on the merits and either grant or deny the applicant access within up to one hundred twenty (120) days of receipt of a complete Application to be calculated as follows: Cooperative shall have an additional fifteen (15) days to complete the survey and review on the merits and grant or deny access for each 500-Pole increment over the first five hundred (500) Poles in an Application up to the lesser of three thousand (3000) Poles or three percent (3%) of the Cooperative's Poles in Kentucky.

c. The parties shall negotiate in good faith a Special Contract for all requests for attachment which exceed the lesser of 3,000 Poles or three percent (3%) of Cooperative's poles in Kentucky, unless Cooperative owns or controls fewer than five hundred (500) Poles in Kentucky.

iv. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.

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v. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.

3. Make-Ready Estimates

i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("**Make-ready Estimate**").

ii. Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.

iii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.

iv. Upon acceptance of the Make-Ready Estimate by applicant, Cooperative shall invoice applicant for the Make-Ready Estimate. Invoices for Make-ready Estimates shall clearly identify the Application or project for which payment is requested.

v. Invoices for Make-Ready Estimates shall be payable in accordance with the payment terms in Appendix E of the Tariff. Payment for Make-ready Estimates shall clearly identify the Application or project for which payment is made.

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4. Make-ready
   i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs owed to-date and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
      a. For Make-ready in the Communications Space, the notice will be written and:
         i. State where and what Make-ready will be performed;
         ii. State a date for completion of Make-ready (which date will be no more than forty-five (45) days after the notification is sent in the case of Lesser Volume Orders, or up to one hundred twenty (120) days after the notification is sent in the case of High Volume Orders);
         iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
         iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
         v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.

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b. For Make-ready above the Communications Space, the notice will be written and:
   i. State where and what Make-ready will be performed;
   ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred sixty-five (165) days after the notification is sent in the case of High Volume Orders);
   iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
   iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
   v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
   vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.

ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.

iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).

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5. Final Invoice

Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from the amount previously paid; and

ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.

iii. Final invoices shall clearly identify the Application or project for which payment is requested.

iv. Payment for final invoices shall clearly identify the Application or project for which payment is made.

b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.

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c. Licensee shall notify Cooperative within fifteen (15) business days following completion of all Attachments within an Application in accordance with the notice provision in the Tariff.. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

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6. Deviations from Make-Ready Timeline
   i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
   ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.
   iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.
7. Self-Help Remedy
   i. As soon as reasonably practicable Cooperative shall provide written notice to applicant if Cooperative determines it will be unable to meet survey or other make-ready deadlines established in this Schedule. Such notice shall entitle applicant immediately to proceed with self-help remedies under this Article IV B. 7.

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ii. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.

iii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.

iv. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.

v. Any self-help remedy shall be performed in compliance with the terms of this Tariff, the Pole Attachment Regulation, and the Cooperative's construction standards listed on its website at www.clarkenergy.com.

vi. Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.

C. PROCEDURE (OTMR)

1. Review for Completeness.

i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

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2. Surveys.
   i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
   ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
   iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
3. Application Review on Merits
   i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.
      a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.
   ii. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant

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evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.

4. Make-ready.
   i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
   ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
   iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
   iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.
5. Post Make-ready Timeline
   i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.

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ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. OVERLASHING.

1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

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2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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ARTICLE V – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative's Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative's Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative's distribution system shall be performed by Cooperative as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Cooperative's permission prior to conducting any such clearing activity near Cooperative's Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Cooperative or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

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ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS

A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.

B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.

C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

   i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
   ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
   iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
   iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
   v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

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D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.

i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.

1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Cooperative's publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

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ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS

A. ACTUAL INVENTORY. The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.

B. RESERVED.

C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

D. CORRECTIONS. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such

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nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

E. PENALTIES. Cooperative may impose a penalty in the amount of one hundred dollars ($100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars ($100) every ninetieth (90th) day thereafter until Licensee addresses the violation(s) to Cooperative's reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Cooperative.

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F. SAFETY VIOLATIONS. For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

ARTICLE VIII – DIVISION OF COSTS

A. DIVISION OF COSTS FOR POLES

i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee's Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.

ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by the Cooperative.

iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative's real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.

iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.

vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

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B. DIVISION OF COSTS FOR VIOLATIONS

i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.

ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.

iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.

iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.

v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped

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personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

vi. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.

vii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

ARTICLE IX – UNAUTHORIZED ATTACHMENTS

A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:

   i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.

   ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment

B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in

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which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative's Specifications.

ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS

A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:
   a. Transfer the attachment(s) at Licensee's expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative's gross negligence or willful misconduct); and/or
   b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.

B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may

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recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.

C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

ARTICLE XI – ADJUSTMENT PAYMENTS

A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.

B. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed, whenever conducted, shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.
2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE

A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.

B. No use, however extended, of Cooperative's Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Cooperative may maintain its

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Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIV - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES

A. Licensee shall establish and maintain a designated contact person(s) (**"Designated Contact Person(s)"**) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative's inquiries or issues.

B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.

C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation,

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abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

ARTICLE XVI - REMEDIES

A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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ARTICLE XVII - REPRESENTATIONS AND WARRANTIES

A. In order to obtain service under this Schedule, Licensee shall: (i) be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this Schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.

B. Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.

C. **THERE ARE NO WARRANTIES UNDER THIS SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.**

ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively "**Indemnified Persons**") from and against any and all claims, liabilities, losses, damages,

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costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) ("**Losses**") relating to or arising out of Licensee's activities under this Schedule, its presence on or near Cooperative's property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee's liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers' compensation law or under any plan for employees' disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

B. The obligations of this Article shall survive the conclusion of the parties' relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.

C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative's request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.

D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Cooperative's poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Cooperative or Outside Parties may have upon the Attachments or the

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service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.

E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.

F. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

ARTICLE XIX – CONSTRUCTION

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

ARTICLE XX – ASSIGNMENT OF RIGHTS

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

ARTICLE XXI – INSURANCE

A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less

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than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than $5,000,000 general aggregate, $2,000,000 products/completed operations aggregate, $2,000,000 personal injury, $2,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than $1,000,000 each occurrence, $1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $5,000,000 each occurrence, $5,000,000 aggregate.

5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages,

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claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed $100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Cooperative's or Licensee's exposure to risk.

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E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

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ARTICLE XXII – FORCE MAJEURE

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this Schedule.

ARTICLE XXIII - SEVERABILITY

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this Schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

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CLARK ENERGY

APPENDIX A - REQUEST TO ATTACH/MODIFY ATTACHMENTS TO POLES

Licensee Job # _____ (to be completed by Licensee)
Cooperative Work Order # _____ (to be completed by Cooperative)

SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
One Touch Make-Ready? (Yes or No)			*If yes, please attach section 3 (OTMR addendum)*	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

_____

Checklist of Attached Documents (Containing Licensee Job #):

- ☐ Appendix A- OTMR Addendum selected contractors (if applicable)
- ☐ Permit Submittal Pole Attachment Form
- ☐ Detailed construction plans, drawings, and maps consistent with Appendix B
- ☐ Spreadsheet, containing the following:
  - ☐ Poles that we wish to use (number, Lat, Long)
  - ☐ Point of attachment (proposed height) on each pole
  - ☐ Number and type of attachments to be placed on each pole (including anchor type and distance from poles)
  - ☐ Relocations or replacements of poles
  - ☐ Rearrangements of fixtures and equipment necessary
  - ☐ Additonal poles required

The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)

Response Date			Utility Make Ready Construction Required?	
Name			Total Estimated Cost to Licensee (Detailed invoice to be provided)	
Title				
Phone			Permit #	
Email				
Request Response	Approve		If denied, reason for denial:	
	Deny			
Signature:				

Owner hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.

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APPENDIX A - REQUEST TO ATTACH - OTMR Addendum

To be submitted along with sections 1 and 2 of the Request to Attach

Licensee Job # _____ (to be completed by Licensee)

Cooperative Work Order # _____ (to be completed by Cooperative)

SECTION 3 - OTMR Contractor Information

OTMR Survey Contractor		OTMR Make Ready Contractor	
Company		Same as survey contractor	
Survey Date		Company	
Point of Contact Name		Point of Contact Name	
Title		Title	
Phone		Phone	
Email		Email	

Existing Attacher Information

Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.

Attacher	Point of Contact	Phone or Email

OTMR Transfer Work Information

Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		

By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.

Signature: _____ Date: _____

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APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III and Cooperative's construction standards posted on its website at www.clarkenergy.com.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

4. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

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6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.

2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.

3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.

4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.

5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. If Licensee submits a survey under Article IV B. 2. i, this certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2025-00392 dated July 2, 2026.
Issue Date: July 30, 2026
Effective Date: September 01, 2026
Issued by: Billy O. Frasure
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.
5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.
6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

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7/2/2026
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APPENDIX C – BILL OF SALE

BILL OF SALE

Agreement made this day of _____, 20 , by and between, a company/corporation with a principal office in, _____, hereinafter called Buyer, and_____ , a company/corporation, with a principal office in_____, authorized to do and doing business in, _____, hereinafter called Seller.

For and in consideration of the sum of $_____ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following "Pole(s)" located in,_____ County, _____, (State): _____.

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.

2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.

3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING

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7/2/2026
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BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.

4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

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Issue Date: July 30, 2026
Effective Date: September 01, 2026
Issued by:
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

Authorized Clark Energy Signature	Authorized Buyer Signature and Company Name

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Effective Date: September 01, 2026
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Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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

APPENDIX D – PERFORMANCE BONDS

A performance bond in the amount of $10,000 or $75 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public. Total bond value may be revised anytime the annual count changed by or minus 250 attachments or after any pole attachment audit/inventory count

APPENDIX E – FEES AND CHARGES

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within 30 calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is $38.40. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee's Attachments, at the following rates for each full or partial year:

Attachment Classification	Annual Attachment Rate
Two-Party Poles	$5.91 per Attachment
Three-Party Pole	$4.59 per Attachment
Two-Party Anchors	$11.37 per Attachment
Three-Party Anchors	$7.50 per Attachment

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Effective Date: September 01, 2026
Issued by:
Name/Title: Billy O. Frasure – V.P. Finance and Office Services

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PUBLIC SERVICE COMMISSION
Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM

Touchstone Energy Home

Purpose

In an effort to improve new residential home energy performance, Clark Energy Cooperative has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is ≥25-30% more efficient than the Kentucky standard built home. The standard built new home in rural Kentucky typically receives a 105 on the Home Energy Rating System ("HERS") Index.

Availability

This program is available to residential members served by Clark Energy Cooperative.

Eligibility

To qualify as a Touchstone Energy Home under Clark Energy Cooperative's program, the participating single-family home must be located in the service territory of Clark Energy Cooperative and must meet the program guidelines following one of the two available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.

Prescriptive Path:

- Home must meet each efficiency value as prescribed by Clark Energy Cooperative.
- Home must receive pre-drywall inspection and complete Clark Energy Cooperative's pre-drywall checklist (contact the Energy Advisor at Clark Energy Cooperative for a copy of the checklist).
- Home must receive a final inspection, pass a whole house air leakage test and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump ≥current ENERGY STAR® specification for Seasonal Energy Efficiency Ratio "SEER" and Heating Season Performance Factor "HSPF" or Geothermal.
- Water Heater must be an electric storage tank water heater that is ≥ current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Brown
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DSM - Touchstone Energy Home (continued)

Performance Path:

- Home must receive a HERS Index score of ≤ 75 (At least 30% more efficient than the KY standard built home).
- Home must receive pre-drywall inspection and complete Clark Energy Cooperative's pre-drywall checklist. (contact the Energy Advisor at Clark Energy Cooperative for a copy of the checklist)
- Home must receive a final inspection, pass a whole house air leakage test, and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump ≥ current Energy and Water conservation standard established by the Federal DOE or Geothermal.
- Home must pass current energy code requirements established in the KY Residential Code.
- Water Heater must be an electric storage tank water heater that is ≥ current Energy and Water conservation standard established by the Federal DOE.

Incentive

Clark Energy Cooperative will provide an incentive of $750 to residential members that build their new home to meet the requirements of either the Prescriptive or Performance Paths as listed above.

Term

The program is an ongoing program.

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PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Brewer
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

D T

[SHEET CANCELLED]

[RESERVED FOR FUTURE USE]

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PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
2/1/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLARK ENERGY COOPERATIVE, INC.

(D)

[SHEET CANCELLED]

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DATE OF ISSUE January 31, 2013
Month / Date / Year

DATE EFFECTIVE March 01, 2013
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
3/1/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Cogeneration and Small Power Production
Power Purchase Rate Schedule
Grid Connected Qualifying Facility Sized Over 100 kW

Availability

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") with a design capacity of over 100 kW which have executed a contract with EKPC and the Owner-Member Cooperative ("Cooperative") in whose service territory it is physically located for the purchase of electric power by EKPC. To qualify, such QFs must be directly interconnected to the distribution system of the Cooperative or to the transmission system of EKPC and inject 100% of its available energy. Such QFs do not supply any energy production directly to a retail member. Additionally, such QFs may supply capacity to EKPC only after being studied by PJM Interconnection, L.L.C. ("PJM") in its interconnection process and executing the final agreement necessary for PJM Interconnection, L.L.C. to authorize the capacity injection from the resource. Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity of over twenty (20) MW or SPP QFs with a net capacity over five (5) MW. Net capacity is the highest output possible from the QF including hybrid QFs that co-locate a generation resource with an energy storage system at the same point of interconnection.

Rates

The rates set forth below shall be used as the basis for negotiating a final purchase rate with qualifying facilities pursuant to Section 7 of 807 KAR 5:054.

1. Capacity (optional) – The QF's owner ("Seller") may elect to sell capacity and receive capacity payments. The capacity rate will be applied to the QF's capacity accreditation, which will be calculated based on the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM for each Base Residual Auction ("BRA") Delivery Year, to determine the appropriate payment for each delivery year. A Delivery Year is June 1 to May 31 the following year. The capacity accreditation will be updated and applied to the capacity rate on June 1 each year. Capacity payments will reflect the annual adjustments to both the capacity rate and resource's capacity accreditation and are expressed in $/kW year.

2-year contract - SPP	2026/27	2027/28					T
	$8.12	$8.31					I
2-year contract - CoGen	2026/27	2027/28					T
	$32.46	$33.25					I
5-year contract - SPP	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	T
	$8.12	$8.31	$8.51	$8.72	$8.93	$7.92	I
5-year contract - CoGen	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	T
	$32.46	$33.25	$34.05	$34.87	$35.72	$31.67	I

2. Energy – Seller will be credited monthly for the electric energy produced by the QF at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of $0.00014 per kWh to cover EKPC's market participation costs. R

Terms and Conditions

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Grid Connected Qualifying Facility Sized Over 100 kW (continued)

to purchase electric energy and/or capacity from a CoGen QFs with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.

2. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.

3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.

5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.

6. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.

7. A QF shall pay EKPC and Cooperative for all one-time or ongoing costs incurred as a result of interconnecting with the QF, including but not limited to system impact studies, operation, maintenance, administration, metering, and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV.

8. A QF shall obtain insurance in the following minimum amounts for each occurrence:
   a. Public Liability for Bodily Injury - $1,000,000.00
   b. Property Damage - $500,000.00

9. The initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years.

10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.

11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.

12. A QF shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.

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ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

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Over 100 kW from Dispatchable Generation Sources (continued)

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DATE OF ISSUE: March 31, 2021

DATE EFFECTIVE: November 1, 2021

ISSUED BY: _____
Billy O. Frasure,
Vice President, Finance & Office Services

Cogeneration and Small Power Production
Power Purchase Rate Schedule
Grid Connected Qualifying Facility Sized Less Than 100 kW

Availability

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") with a design capacity of 100 kW or less which have executed a contract with EKPC and one of EKPC's Owner-Member Cooperatives ("Cooperative") in whose service territory it is physically located for the purchase of electric power by EKPC. To qualify, such QFs must be directly interconnected to the distribution system of the Cooperative or to the transmission system of EKPC and inject 100% of its available energy. Such QFs do not supply any energy production directly to a retail member. Additionally, such QFs may supply capacity to EKPC only after being studied by PJM Interconnection, L.L.C. ("PJM") in its interconnection process and executing the final agreement necessary for PJM to authorize the capacity injection from the resource. The capacity limit of 100kW is the highest output possible from the QF, including hybrid QFs that co-locate a generation resource with an energy storage system at the same point of interconnection.

Rates

1. Capacity (optional) – The QF's owner ("Seller") may elect to sell capacity and receive capacity payments. The capacity rate will be applied to the QF's capacity accreditation, which will be calculated based on the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM for each Base Residual Auction ("BRA") Delivery Year, to determine the appropriate payment for each delivery year. A Delivery Year is June 1 to May 31 the following year. The capacity accreditation will be updated and applied to the capacity rate on June 1 each year. Capacity payments will reflect the annual adjustments to both the capacity rate and resource's capacity accreditation and are expressed in $/kW year.

2-year contract - SPP	2026/27	2027/28					T
	$8.12	$8.31					I
2-year contract - CoGen	2026/27	2027/28					T
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	$8.12	$8.31	$8.51	$8.72	$8.93	$7.92	I
5-year contract - CoGen	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	T
	$32.46	$33.25	$34.05	$34.87	$35.72	$31.67	I

2. Energy – Seller will be credited monthly for the electric energy produced by the QF at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of the delivery. The payments will be offset by a market administration fee of $0.00014 per kWh to cover EKPC's market participation costs. R

Terms and Conditions

1. All energy and capacity, if elected, from a QF will be sold only to EKPC. EKPC will offer the energy and any supplied capacity into the PJM wholesale power market.

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Grid Connected Qualifying Facility Sized Less Than 100 kW (continued)

2. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
3. A QF shall provide reasonable protection for EKPC's and Cooperative's system.
4. A QF electing to receive capacity payments is subject to a non-performance penalty should the QF not provide energy during the periods in which PJM has declared a Performance Assessment Interval ("PAI") affecting the EKPC zone in the PJM region. Seller may be eligible to receive a payment for any performance that exceeds the performance PJM expects from the unit and PJM has collected non-performance penalties that may be distributed to the resources PJM has deemed as having over performed during periods in which PJM has declared a PAI affecting the EKPC Zone in the PJM region. The non-performance penalty shall be consistent with the current PJM Open Access Transmission Tariff ("OATT") penalty calculation as described in PJM OATT, Attachment DD, Section 10A.
5. A QF electing to receive capacity payments shall provide reasonable credit assurance for EKPC and Cooperative. This includes, but is not limited to, collateral provided by the Seller and held by EKPC to mitigate potential default by the QF of paying any assessed non-performance penalty.
6. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impacts studies, operation, maintenance, metering, administration, and billing. Should the QF elect to supply capacity, the QF also will be responsible to PJM for all costs associated with PJM's interconnection process as defined in the PJM OATT Section IV.
7. A QF shall obtain insurance in the following minimum amounts for each occurrence:
   a. Public Liability for Bodily Injury - $1,000,000.00
   b. Property Damage - $500,000.00
8. The initial contract term of QF agreement made pursuant to this tariff shall be for a minimum of two years and a maximum of five years.
9. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.
11. A QF shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.

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ISSUED BY: Robert C. Brewer
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. No. 2, 5th Revised Sheet No. 125.1
Canceling P.S.C. No. 2, 4th Revised Sheet No. 125.1

Cogeneration and Small Power Production Power Purchase Rate Schedule Co-Located Qualifying Facility Sized Over 100 kW

Availability

Available only to qualified cogeneration ("Cogen") or small power production ("SPP") Qualifying Facilities ("QF") that are co-located with a retail member such that it is connected behind the retail member's meter and supplies energy directly to the retail member, offsetting the retail member's grid-supplied energy consumption, and injecting any energy that exceeds the retail member's load. A retail member is the member of one of EKPC's Owner-Member Cooperatives. As such, the QF is deemed to be providing "as available" energy to the electric grid and must have executed a contract with EKPC and the EKPC Owner-Member Cooperative ("Cooperative") in whose service territory it is located for the purchase of energy by EKPC. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity over twenty (20) MW nor SPP QF with a net capacity over five (5) MW. Net capacity is the highest possible MW output from the QF including hybrid QFs that co-locate a generation resource with an energy storage system.

Rates

1. Capacity – The QF is providing EKPC only the energy that exceeds the retail member's consumption, or "as available" energy. The QF does not supply capacity, and, thus, is not eligible to receive a capacity payment.

2. Energy – The retail member will be credited monthly for the "as available" energy produced by the QF and delivered to the Cooperative's distribution system at the value of the real-time locational marginal price for energy set by PJM Interconnection, L.L.C. ("PJM") at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of $0.00014 per kWh to cover EKPC's market participation costs. R

Terms and Conditions

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is not obligated to purchase electric energy and/or capacity from CoGen QFs with a net capacity over twenty (20) MW nor from SPP QFs with a net capacity over five (5) MW.

2. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.

3. A QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Co-Located Qualifying Facility Sized Over 100 kW (continued)

4. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.

5. A QF shall pay EKPC and Cooperative for all one-time and ongoing costs incurred as a result of interconnecting with the QF, including but not limited to, system impacts studies, operation, maintenance, administration, special metering, and billing.

6. A QF shall obtain insurance in the following minimum amounts for each occurrence:
   a. Public Liability for Bodily Injury - $1,000,000.00.
   b. Property Damage - $500,000.00

7. The Initial contract term shall be for a minimum of two years and a maximum of five years.

8. QFs co-located with a retail member's load proposing to supply "as available" energy shall not be entitled to a capacity payment.

9. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.

10. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.

11. Retail member shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants, sign the agreement and receive approval from EKPC, Cooperative, and the Commission prior to connecting to the power grid. Additional Terms and Conditions may apply.

12. A QF shall not supply electric energy to a retail member unless it is owned and operated by the retail member.

13. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall not exceed 15% of the line section's most recent annual one-hour peak load. A line section is the smallest part of the primary distribution system the QF could remain connected to after operation of any sectionalizing devices.

14. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.

15. If the proposed QF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Cogeneration and Small Power Production
Power Purchase Rate Schedule
Co-located Qualifying Facility Sized Less Than 100kW

Availability

Available only to qualified cogeneration ("CoGen") or small power production ("SPP") Qualifying Facilities ("QF") that are co-located with the retail member such that it is connected behind the retail member's meter and supplies energy directly to the retail member, offsetting the retail member's grid-supplied energy consumption, and injecting any energy that exceeds the retail member's load. A retail member is the member of one of EKPC's Owner-Member Cooperatives. As such, the QF is deemed to be providing "as available" energy to the electric grid and must have executed a contract with EKPC and the EKPC Owner-Member Cooperative ("Cooperative") in whose service territory it is located for the purchase of energy by EKPC. Net capacity is the highest possible MW output from the QF including hybrid QFs that co-locate a generation resource with an energy storage system.

Rates

1. Capacity – The QF is providing EKPC only the energy that exceeds the retail member's consumption, or "as available" energy. The QF does not supply capacity, and, thus, is not eligible to receive a capacity payment.

2. Energy – The retail member will be credited monthly for the "as available" energy produced by the QF and delivered to the Cooperative's distribution system at the value of the real-time locational marginal price for energy set by PJM Interconnection, L.L.C. ("PJM") at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of $0.00014 per kWh to cover EKPC's market participation costs. R

Terms and Conditions

1. A QFs "as available" energy will be sold only to EKPC. Payment for "as available" energy will be provided to the retail member via check or a bill credit.

2. QF must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

3. A QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices, including, IEEE 1547 standard.

4. A QF shall pay EKPC and Cooperative for all costs incurred as a result of interconnecting with the QF, including but not limited to, operation, maintenance, administration, special metering, and billing.

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Co-located Qualifying Facility Sized Less Than 100kW (continued)

5. For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed QF, shall not exceed 15% of the line section's most recent annual one-hour peak load. A line section is the smallest part of the primary distribution system the QF could remain connected to after operation of any sectionalizing devices.

6. If the QF is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed QF, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.

7. If the proposed QF is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

8. Cooperative will install, at the utility's expense, a bi-directional meter capable of communicating with the metering system of the utility. Any additional meter communication equipment, special meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the retail member's expense.

9. QFs co-located with a retail member's load proposing to supply "as available" energy shall not be entitled to a capacity payment.

10. QFs must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.

11. Updated rates will be filed with the Public Service Commission of Kentucky ("Commission") by March 31 of each year.

12. Retail member shall submit an Application for Interconnection found at www.ekpc.coop/cogeneration-applicants and receive approval from EKPC and Cooperative prior to connecting to the power grid. EKPC and Cooperative may deny approval of the Application for Interconnection if either of them determines the QF cannot be safely connected to the Cooperative's power grid, or if the system fails the Terms & Condition set forth in this tariff or the Application for Interconnection. Additional Terms and Conditions may apply.

13. A QF shall not supply electric energy to a retail member unless it is owned and operated by the retail member.

DATE OF ISSUE: March 31, 2026

DATE EFFECTIVE: Service rendered on and after June 1, 2026

ISSUED BY: Robert C. Brewer
Robert C. Brewer
President and Chief Executive Officer

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Linda C. Bridwell
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6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Member-Supplied Renewable Energy

Application for Interconnection

100kW or Less from Co-located Qualifying Facility

If you have questions regarding this Application or its status, email questions to Member-Supplied-Renewable-Energy@ekpc.coop

Member Name: _____ Account Number:_____

Member Address: _____

Member Phone No.: _____ Member E-Mail Address: _____

Project Contact Person: _____

Phone No.: _____ E-mail Address: _____

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facility, also known as Qualifying Facility ("QF"):

_____

_____

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Biogas ☐ Biomass

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Is invertor certified to UL 1741: ☐ No ☐ Yes

Inverter Manufacturer and Model #: _____

Inverter Power Rating: _____ Inverter Voltage Rating: _____

Power Rating of Energy Source (i.e., solar panels, wind turbine): _____

Is Battery Storage Used: ☐ No ☐ Yes If Yes, Battery Power Rating: _____

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Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of EKPC Owner-Member Cooperative's ("Cooperative") meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: _____

TERMS AND CONDITIONS:

1) Cooperative shall provide the Member bi-directional metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests or the QF requires any additional meter or special meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.

2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by EKPC's Owner-member technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the QF in parallel with Cooperative's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the QF. Upon reasonable request from Cooperative, the Member shall demonstrate QF compliance.

3) The QF shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) EKPC's Owner-member's rules, regulations, and Service Regulations as contained in Cooperative's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission ("Commission"); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the QF by a local authority having jurisdiction over the installation.

4) Any changes or additions to Cooperative's system required to accommodate the QF shall be considered excess facilities. Member shall agree to pay Cooperative for actual costs incurred for all such excess facilities prior to construction. The Member shall operate the QF in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Cooperative's electric system. At all times when the QF is being operated in parallel with Cooperative's electric system, the Member shall operate the QF in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Cooperative to any of its other members or to any electric system interconnected with Cooperative's electric system. The Member shall agree that the interconnection and operation of the QF is secondary to, and shall not interfere with, Cooperative's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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5) The Member shall be responsible for protecting, at Member's sole cost and expense, the QF from any condition or disturbance on Cooperative's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Cooperative shall be responsible for repair of damage caused to the QF resulting solely from the negligence or willful misconduct on the part of Cooperative.

6) After initial installation, Cooperative shall have the right to inspect and/or witness commissioning tests, as specified in the Application and approval process. Following the initial testing and inspection of the QF and upon reasonable advance notice to the Member, Cooperative shall have access at reasonable times to the QF to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the QF comply with the requirements of this tariff.

7) Eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch, which shall be capable of fully disconnecting the Member's QF from Cooperative's electric service under the full rated conditions of the Member's QF. The external disconnect switch (EDS) shall be located adjacent to Cooperative's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the QF is operational. The disconnect switch shall be accessible to Cooperative personnel at all times. Cooperative may waive the requirement for an EDS for a QF at its sole discretion, and on a case-by-case basis, upon review of the QF operating parameters and if permitted under Cooperative's safety and operating protocols.

8) Cooperative shall have the right and authority at Cooperative's sole discretion to isolate the QF or require the Member to discontinue operation of the QF if Cooperative believes that: (a) continued interconnection and parallel operation of the QF with Cooperative's electric system may create or contribute to a system emergency on either Cooperative's or the Member's electric system; (b) the QF is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Cooperative's electric system; or (c) the QF interferes with the operation of Cooperative's electric system. In non-emergency situations, Cooperative shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Cooperative is unable to immediately isolate or cause the Member to isolate only the QF, Cooperative may isolate the Member's entire facility.

9) The Member shall agree that, without the prior written permission from Cooperative, no changes shall be made to the QF as initially approved. Increases in QF capacity will require a new "Application for Interconnection" which will be evaluated on the same basis as any other new application. Repair and replacement of existing QF components with like components that meet UL 1741 certification requirements and not resulting in increases in QF capacity is allowed without approval.

10) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless EKPC and Cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's QF or any related equipment or any facilities owned by EKPC or Cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of EKPC or Cooperative or its employees, agents, representatives, or contractors.

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6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

The Cooperative and EKPC shall use reasonable diligence to provide a constant and uninterrupted supply of electrical power and energy, but if such a supply should fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes or labor troubles, or by action of the elements or by a delay in securing right-of-way easement(s), or other permits needed, or for any other cause beyond the reasonable control of the Cooperative and/or EKPC, neither the Cooperative nor EKPC shall not be liable to the Member.

11) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for the generating facilities as set forth in the applicable tariff schedule. The Member shall, upon request, provide Cooperative with proof of such insurance at the time that application is made for net metering or anytime thereafter.

12) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, EKPC or Cooperative does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the QF equipment, controls, and protective relays and equipment.

    A Member's QF is transferable to other persons or service locations only after notification to Cooperative has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved QF is being transferred to another person, member, or location, Cooperative will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Cooperative will notify the Member in writing and list what must be done to place the facility in compliance

13) The Member shall retain any and all Renewable Energy Certificates ("REC"s) that may be generated by their QF.

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by all parties (Member, EKPC, Cooperative) and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Cooperative at least sixty (60) days' written notice; (b) EKPC or Cooperative may terminate upon failure by the Member to continue ongoing operation of the QF; (c) any party may terminate by giving the other parties at least thirty (30) days prior written notice that another party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Cooperative so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) EKPC or Cooperative may terminate by giving the Member at least thirty (30) days' notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and the Cogeneration and Small Power Producer, 100kW or less from Co-Located Qualifying Facility Tariff.

Member Signature_____ Date_____ Title_____

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Executive Director
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6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EKPC AND COOPERATIVE APPROVAL AND AGREEMENT EXECUTION SECTION

When signed below by EKPC and the EKPC Owner-Member Cooperative ("Cooperative") representatives, Application for Interconnection is approved subject to the provisions contained in this Application and as indicated below.

Cooperative inspection and witness test: ☐ Required ☐ Waived

If inspection and witness test is required, the Member shall notify the Cooperative within 3 business days of completion of the QF installation and schedule an inspection and witness test with the Cooperative to occur within 10 business days of completion of the QF installation or as otherwise agreed to by the Cooperative and the Member. Unless indicated below, the Member may not operate the QF until such inspection and witness test is successfully completed. Additionally, the Member may not operate the QF until all other terms and conditions in the Application have been met.

Call Cooperative to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours: ☐ Allowed ☐ Not Allowed

If inspection and witness test is waived, operation of the QF may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

☐ None ☐ As specified here: _____

_____

_____

EKPC:

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

Cooperative:

Approved by: _____ Date: _____

Printed Name: _____ Title: _____

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PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

Linda C. Bridwell

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6/1/2026

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

DSM

Direct Load Control Program – Residential

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Clark Energy Cooperative to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

Availability

The Direct Load Control Program is available to residential members in the service territories of Clark Energy Cooperative and will include the control of existing water heaters, existing and new air conditioners and heat pumps.

Availability may be denied where, in the judgment of Clark Energy Cooperative, installation of the load control equipment is impractical.

Eligibility

To qualify for this program, the *new* participant must be located in the service territory of Clark Energy Cooperative and have:

- Central air conditioning or heat pump units with single stage compressors.

The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility.

The participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. Clark Energy Cooperative may require that a rental property agreement be executed between Clark Energy Cooperative and the owner of the rented residence.

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Brown
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DSM - Direct Load Control Program – Residential (continued)

Program Incentives

Clark Energy Cooperative will provide an incentive to the participants in this program for the following appliances:

Water Heaters: Clark Energy Cooperative will provide the existing participating residential member $10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The existing participant will receive this credit regardless of whether the water heater is actually controlled.

Air Conditioners and Heat Pumps: Clark Energy Cooperative will provide an incentive to the participants in this program. The participant may select one of three alternatives. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

Alternative One: For each direct load control switch Clark Energy Cooperative will provide the participating residential member $20.00 bill credit annually or provide the incentive via other payment means including, but not limited to, a check per air conditioner or heat pump.

Alternative Two: When technically feasible, Clark Energy Cooperative may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Clark Energy Cooperative may provide a Wi-Fi enabled thermostat and a rebate up to $100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must sign-up each Clark Energy Cooperative provided thermostat within 60 days or return it to Clark Energy Cooperative or be invoiced by Clark Energy Cooperative for the cost of the thermostat. Wi-Fi enabled means any thermostat utilizing the Wi-Fi communication protocol or similar local networking communication protocols. The member must have a fixed location, reliable internet for communication. Clark Energy Cooperative will reimburse the participating member $20 per qualifying Wi-Fi enabled thermostat annually.

Alternative Three: Clark Energy Cooperative will provide the participating residential member $20.00 bill credit per qualifying Wi-Fi enable thermostat provided by the retail member that controls an air conditioner or heat pump annually or provide the incentive via other payment means including, but not limited to, a check. Clark Energy Cooperative will provide a rebate up to $100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must have a fixed location, reliable internet for communication.

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Bowes
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DSM - Direct Load Control Program – Residential (continued)

When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the program incentive between the participant and the owner of a rented residence.

Program Special Incentives

Clark Energy Cooperative will provide a special incentive up to $25.00 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enabled thermostat or retail member supplied Wi-Fi enabled thermostat. This one-time incentive will be in the form of a bill credit on the electric bill following the switch installation or provided via other payment means including, but not limited to, a check.

Time Periods for Direct Load Control Program

Water Heaters: Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of four (4) hours per event during the October through April months indicated below.

EKPC will cycle the water heaters only during the hours listed below.

Months	Hours Applicable for Demand Billing – EPT
October through April	6:00 a.m. to 12:00 noon
	4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Air Conditioners and Heat Pumps: A load control device (switch or Wi-Fi enabled thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR, AMI, Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units and heat pumps only during its summer on-peak billing hours listed below and up to (4) four hours per event.

Months	Hours Applicable for Demand Billing – EPT
May through September	10:00 a.m. to 10:00 p.m.

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Executive Director

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DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Brown
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

DSM - Direct Load Control Program – Residential (continued)

Terms and Conditions

1. Prior to the installation of load control devices, Clark Energy Cooperative may inspect the participant's electrical equipment to ensure good repair and working condition, but Clark Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.

2. EKPC, on behalf of Clark Energy Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump, for Alternatives One and Two as noted in this tariff. The participant must allow Clark Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Clark Energy Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Clark Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Clark Energy Cooperative is able to gain the required access.

3. Participants may join the program at any time during the year. Participants with air conditioning or heat pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the incentive is selected, incentives will be provided annually.

4. If a participant decides to withdraw from the program or change incentive alternatives, Clark Energy Cooperative will endeavor to implement the change as soon as possible.

5. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 2, 2019

ISSUED BY: Robert C. Arnett
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

DSM

Direct Load Control Program – Commercial

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Clark Energy Cooperative to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

Availability

The Direct Load Control Program is available to commercial members in the service territories of Clark Energy Cooperative and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Clark Energy Cooperative, installation of the load control equipment is impractical.

Eligibility

To qualify for this Program, the new participant must be located in the service territory of Clark Energy Cooperative and have a central air conditioning or heat pump units. The appliance may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program. Clark Energy Cooperative may require that a rental property agreement be executed between Clark Energy Cooperative and the owner of the rented commercial property.

Program Incentives

Clark Energy Cooperative will provide an incentive to the participants in this program for the following appliances:

Air Conditioners and Heat Pumps: The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five (5) tons will receive $20.00 per unit. Units over five (5) tons will receive an additional annual credit of $4.00 per ton per unit. Clark Energy Cooperative will reimburse the participating commercial-member at the applicable incentive credit or provide the incentive via other payment means including, but not limited to, a check. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Water Heaters: Clark Energy Cooperative will provide the existing participating commercial-member $10.00 per water heater annually or provide the incentive via other payment means including, but not limited to, a check. The participant will receive this credit regardless of whether the water heater is actually controlled.

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President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

DSM –Direct Load Control Program – Commercial (continued)

Time Period for Direct Load Control Program

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. The member must have internet for communication. Utility of member supplied Wi-Fi enabled thermostat programs may also be available. Communication to the load control device or thermostat will be accomplished via AMR, AMI, Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units only during its summer on-peak billing hours listed below and up to four (4) hours per event:

Months	Hours Applicable for Demand Billing - EPT
May through September	10:00 a.m. to 10:00 p.m.

Water Heaters: Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of four (4) hours per event during the October through April months indicated below.

EKPC will cycle the water heaters only during the hours listed below.

Months	Hours Applicable for Demand Billing - EPT
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

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ISSUED BY: Robert C. Mears
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

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PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director

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

DSM –Direct Load Control Program – Commercial (continued)

Terms and Conditions

1. Prior to the installation of load control devices, Clark Energy Cooperative may inspect the participant's electrical equipment to ensure good repair and working condition, but Clark Energy Cooperative shall not be responsible for the repair or maintenance of the electrical equipment.

2. EKPC, on behalf of Clark Energy Cooperative, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump. The participant must allow Clark Energy Cooperative, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Clark Energy Cooperative to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Clark Energy Cooperative's option, result in discontinuance of credits under this tariff until such time as Clark Energy Cooperative is able to gain the required access.

3. Participants may join the program at any time during the year. Participants with air conditioning or heat pumps who join during the months of June through September will receive the bill credits annually.

4. If a participant decides to withdraw from the program, Clark Energy Cooperative will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months.

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President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: NOVEMBER 26, 2019

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

Clark Energy Cooperative Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

34 Standard Nominal Voltages

INTENT: This document is meant to serve to establish Standard Nominal Voltages for Clark Energy as listed below:

1. Residential Service - Single phase 120/240 volts.
2. Commercial & Industrial Service -
   a. Single phase 120/240 or 240/480 volts.
   b. Three phase 120/240, 120/208, 277/480, or 240/480 Volts.

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PUBLIC SERVICE COMMISSION
John Lyons
ACTING EXECUTIVE DIRECTOR
EFFECTIVE
7/13/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE June 13, 2017 DATE EFFECTIVE

ISSUED BY Molly S. Eades TITLE VP, Finance
Name of Officer

Reserved for Future Use

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ISSUED BY: Robert C. Brooks
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: FEBRUARY 27, 2019

KENTUCKY
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Executive Director
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3/1/2019
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: FEBRUARY 27, 2019

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Gwen R. Pinson
3/1/2019
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President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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3/1/2019
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ISSUED BY: Robert C. Greenwood
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: FEBRUARY 27, 2019

DSM

Button-Up Weatherization Program

T

Purpose
The Button-Up Weatherization Program offers an incentive for reducing the heat loss of a home. The residential end-use member may qualify for this incentive by making improvements such as increasing insulation, installing higher efficiency windows and doors, by reducing the air leakage of their home, or by sealing their HVAC duct system.

Availability
This program is available in all service territories served by Clark Energy Cooperative.

Eligibility
This program is targeted at older single-family, multi-family or manufactured dwellings. Eligibility requirements are:

- Home must be 2-years old or older to qualify for the incentive.
- Primary source of heat must be electricity.
- Heat loss calculation of British thermal units per hour (Btuh) reduced will be made using the Manual J 8th Edition or through other methods approved by EKPC. Heat loss calculations in Btuh are based on the winter design temperature.

The Button-Up Weatherization Program encourages homeowners to improve the thermal envelope of their home through improved insulation, upgraded windows/doors, and air-sealing. A full list of improvements is given below. In order to claim credit for heat loss reductions from air-sealing the home envelope, an EKPC approved contractor or owner-member representative must perform a "pre" and "post" blower door test to measure actual Btuh reduced.

The following is a list of eligible Button-Up Program Improvements:

- Insulating basement walls
- Insulating floor over unconditioned space
- Encapuslating a crawl space
- Insulating rim or band board
- Retrofitting uninsulated exterior walls with insulation
- Insulating a ceiling
- Converting to a conditioned attic
- Insulating attic accesses
- Upgrading windows and doors
- Air-sealing the home envelope
- Air-sealing ductwork

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2/6/2026
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DSM

Button-Up Weatherization Program (continued)

The HVAC duct sealing portion of the Button Up is a standalone measure that can be utilized to air seal HVAC duct systems located in un-heated spaces. Air sealing ducts with traditional mastic sealers is an effective way to lower energy costs.

- Limited to homes that have accessible centrally ducted heating systems in unconditioned areas.
- Initial duct leakage must be greater than 10cfm per 100ft2
- Contractor or owner-member representative are required to conduct a "pre" and "post" blower door test to verify leakage reductions. Contractors must be trained or pre-approved by EKPC or the Owner-Member. T
- Duct leakage per system must be reduced to less than 8cfm per 100ft² (Ex: Duct system serves 1200ft. 1200ft²/100ft² x 8cfm = 12 x 8cfm= Duct Seal Target of 96cfm)
- All joints in the duct system must be properly sealed with duct mastic. Foil tape does not qualify as properly sealing the duct system. T

For homes that have two or more separately ducted heat systems, each system will qualify independently for the incentive.

Payments

The Button-Up Weatherization Program pays an incentive to the residential end-use member of $100 per thousand Btuh of heat loss reduced, up to $1,875. I

The HVAC duct sealing portion of the Button-Up Weatherization Program will pay a $500 incentive to residential members (or their contractor) that meets the eligibility requirements for duct sealing listed above.

Term

The program is an ongoing program.

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President and Chief Executive Officer

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2/6/2026
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Heat Pump Retrofit Program

Purpose
The Heat Pump Retrofit Program provides incentives for residential end-use members to replace their existing resistance heat source with a heat pump.

Availability
This program is available to residential end-use members served by Clark Energy Cooperative, Inc.

Eligibility
This program is targeted to end-use members who currently heat their home with a resistance heat source; this program is targeted to site-built homes, manufactured homes, and multi-family dwellings. Eligibility requirements are:

- Incentive only applies when homeowner's primary source of heat is an electric resistance heat furnace, ceiling cable heat, baseboard heat, electric thermal storage.
- Existing heat source must be at least 2 years old.
- New manufactured homes are eligible for the incentive.
- Two (2) maximum incentive payments per location, per lifetime for centrally ducted systems DOE federal minimum standard heat pumps will be incentivized at a rate of $750.00 per unit, while ENERY STAR® standard heat pumps will receive a $1,000.00 incentive per unit.
- Ducted and Ductless mini-splits applying for the incentive will be incentivized at a rate of $500 per indoor head unit up to a maximum of three head units per location, per lifetime.

Incentives
End-use member who replaces their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type:

Equipment Type	Rebate
Central Ducted Systems:	
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	$750
Current ENERGY STAR®level equipment or greater	$1,000
Mini Split Systems:	
Ducted or Ductless Mini-Splits	$500

Term
The program is an ongoing program.

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Section DSM - 9

(N)

Electric Thermal Storage Incentive Program

Purpose

The Electric Thermal Storage ("ETS") Incentive program provides retail members with a cost-efficient means of using electricity for space heating. A discounted rate for ETS energy encourages retail members to use electricity for heating during off-peak hours. This improves the utility's load factor, reduces energy costs for the retail member, and delays the need for new peak load capacity expenses.

Availability

This program is available to residential members in all service territory served by Clark Energy Cooperative.

Eligibility

The ETS heater must replace one of the following primary sources of heat: 1) heat pump that is at least 10 years old; 2) baseboard heat; 3) ceiling cable heat; 4) electric furnace; 5) wood burning heat source; or 6) propane. Also eligible are ETS heaters that are being installed to heat a room addition to an existing home (e.g. finished basement.)

Incentive

Clark Energy Cooperative will pay a $250 incentive to the retail customer that meets the eligibility requirements.

Term

The program is an ongoing program.

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JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
5/31/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: April 30, 2012 DATE EFFECTIVE: Service rendered on and after Ma

ISSUED BY _____ TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. _____ Dated _____

DSM

Community Assistance Resources for Energy Savings Program

Purpose

Clark Energy Cooperative, Inc.'s Community Assistance Resources for Energy Savings ("CARES") program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members ("end-use member") by the Kentucky Community Action Agency ("CAA") network of not-for-profit community action agencies or by Kentucky's non-profit affordable housing organizations ("AHO"). On behalf of the end-use member, Clark Energy will pass along an East Kentucky Power Cooperative, Inc. ("EKPC")-provided incentive to the CAA or AHO. Clark Energy's program has two primary objectives. First, the EKPC-provided incentive, passed along by Clark Energy to the CAA or AHO, will enable the CAA or AHO to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA or AHO in weatherizing more homes.

Availability

This U.S. Department of Energy's Weatherization Assistance Program is available to end-use members who qualify for weatherization and energy-efficiency services through their local CAA in all service territories served by Clark Energy.

Weatherization and energy efficiency services provided by Kentucky's AHO's are also available to end-use members in all service territories served by Clark Energy.

Eligibility

AGENCY QUALIFICATIONS

- CAA's and AHO's must be registered with the IRS as 501(c)(3) non-profit organizations and work to improve housing affordability for low to moderate income Kentuckians.

HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Clark Energy.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of the Federal Weatherization Assistance Program as administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by the CAA or AHO.
- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:
    - A Heat Pump-Eligible Home is a single-family or multi-family individually metered residential dwelling that utilizes electricity as the primary source of heat or that switches from wood as its primary source of heat to an electric furnace; and
    - A Heat Pump-Ineligible Home is a single-family or multi-family individually metered residential dwelling (that does not utilize electricity as the primary source of heat but cools the home with central or window unit air conditioners. Each Heat Pump-ineligible home must also have an electric water heater and use an average of 500 kWh monthly from November to March.

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DSM

Community Assistance Resources for Energy Savings Program (continued)

Payments

HEAT PUMP – ELIGIBLE HOMES

Clark Energy will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is $3,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

- HEAT PUMP:
  - Upgrading from low-efficiency electric heat source to a heat pump will be reimbursed at a rate of one-hundred percent (100%) of the total incremental cost (material + labor) up to a maximum of $3,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.

- WEATHERIZATION IMPROVEMENTS:
  - Any of the following weatherization improvements made to the home will be reimbursed at a rate of fitty percent (50%) of a CAA's or AHO's cost (material + labor), up to a maximum of $1,500:
    - Insulation
    - Air Sealing
    - Duct Sealing, insulating, and repair
    - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by Clark Energy at a rate of ten percent (10%).

HEAT PUMP INELIGIBLE HOMES

Clark Energy will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is $1,250, which can be reached by using any combination of the following improvements not to exceed the maximum:

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DSM

Community Assistance Resources for Energy Savings Program (continued)

- WEATHERIZATION IMPROVEMENTS:
  - Any of the following weatherization improvements made to the home will be reimbursed at a rate of twenty-five (25%) of a CAA's or AHO's cost (material + labor) up to a maximum of $1,250:
    - Insulation
    - Air sealing
    - Duct sealing, insulating, and repair
    - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of ten percent (10%).

Term
The program is an ongoing program.

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DSM

High-Efficiency Heat Pump Program

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Purpose

The High-Efficiency Heat Pump (HEHP) Program offers two incentive levels to residential end-use members (end-use member) for choosing to install either an air source heat pump (ASHP) that meets or exceeds the current ENERGY STAR® Program requirements, product specification for heat pump equipment established by the Environmental Protection Agency (EPA), or by installing a heat pump that has received the EPA cold climate air source heat pump (ccASHP) designation. The HEHP Program also provides an incentive for end-use members to choose a high-efficiency heat pump water heater over the standard conventional tank or instantaneous water heater.

Availability

This program is available in all service territories of Clark Energy Cooperative, Inc..

Eligibility

This program is targeted to new single or multi-family homes, existing single or multi-family homes or manufactured homes. Eligibility requirements are detailed below and are available at Clark Energy's office and website.

- Product must be certified based on the guidelines set forth below by equipment type.
- Rebate application must be completed and original receipt or copy must be provided for verification.
- Receipt must include the following information:
  - Retailer's Name
  - Itemized listing of product(s), including description(s), manufacturer(s), model number(s), serial number(s) or other identifying information. The receipt information must match the product information from the rebate application.
  - Purchase price and proof that full payment was made.
  - Purchase date and date of delivery or installment (if installed by a contractor).
  - For new and existing construction, a Clark Energy's energy advisor or pre-approved East Kentucky Power Cooperative, Inc. (EKPC) or Clark Energy representative may enter the rebate application on behalf of the end-use member. For an application entered by the energy advisor, the application must be accompanied by a picture of the appliance model number(s) and serial number(s). Rebate applications for new construction, without a receipt, will only be accepted through an energy advisor.
  - Each rebate application must be accompanied by a copy of the matching Air Conditioning, Heating and Refrigeration Institute's (AHRI) certificate. AHRI certificates can be acquired from the installer of the equipment or from the online AHRI directory.
    - Heat Pump AHRI certificate must list model numbers for the outside unit and indoor unit.
    - Heat Pump Water Heater AHRI certificate must list model number for the water heater.
- Incentive cannot be combined with the Heat Pump Retrofit incentive.

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DSM

High-Efficiency Heat Pump Program (continued)

Heat Pumps

ENERGY STAR® ASHP Level

- Must be ducted and the primary source of heat for the home.
- Must meet the SEER² and HSPF² specifications of the current EPA ENERGY STAR® Standard.
- End-use members may apply for up to two HEHP incentives per calendar year, per premise/location. A maximum of six rebates lifetime within this appliance category will be allowed per premise/location.

ENERGY STAR® certified ccASHP or Geothermal Heat Pump Level

- Must be ducted and the primary source of heat for the home.
- ccASHP must meet current EPA standard for ccASHP and be listed as ccASHP certified on EPA's ENERGY STAR® product finder website.
- Geothermal heat pumps must meet the EER and COP specifications of the current EPA ENERGY STAR® standard.
- End-use members may apply for up to two HEHP incentives per calendar year, per premise/location. A maximum of six rebates per lifetime within this appliance category will be allowed per premise/location.

ENERGY STAR® Heat Pump Water Heaters

- End-use members may apply for two ENERGY STAR® certified heat pump water heater rebates per calendar year, per premise/location. A maximum of four rebates within this appliance category (Heat Pump Water Heaters) will be allowed per premise/location.
- Heat pump water heaters in new manufactured housing are not eligible for the incentive.

Landlord/Tenant Relationships:

Notwithstanding the forgoing, a landlord who rents to a tenant who is an end-use member of Clark Energy shall also be eligible to participate in the HEHP program regardless of whether said landlord is also an end-use member of Clark Energy. A landlord may be eligible for the same number of incentives per calendar year as a metered tenant end-use member.

Payments

Residential end-use members will receive an incentive from Clark Energy for installing heat pump equipment based on the levels in the table below:

Equipment	Rebate to End-Use Member
ENERGY STAR® HP	$500
ccASHP or Geothermal	$1,000
Heat Pump Water Heater	$250

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DSM

High-Efficiency Heat Pump Program (continued)

N

Term

The ducted heat pump portion of this program is ongoing.

The heat pump water heater portion of this program will end when the US Department of Energy updates the conservation standards for consumer electric water heaters to require heat pump water heaters as the new minimum standard

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KENTUCKY
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2/6/2026
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DSM

Commercial & Industrial Thermostat Program

Purpose
The Commercial & Industrial Thermostat Program is an energy efficiency initiative designed to encourage commercial and industrial members to reduce energy usage by upgrading to self-learning thermostats.

Availability
This program is available to non-residential members within the service territory of Clark Energy Cooperative, Inc.

Eligibility
Members are eligible for this program if they have a ducted air-source air conditioner or heat pump with a capacity of 2 tons or greater, controlled by a single thermostat that is non-self-learning. An incentive is available for each single-zone system where a self-learning thermostat is installed. Zoned systems are not eligible for this incentive.

Notwithstanding the forgoing, a landlord who rents to a tenant who is a member of Clark Energy shall also be eligible to participate in the Commercial & Industrial Thermostat Program regardless of whether said landlord is also a member of Clark Energy Cooperative. A landlord may be eligible for the same number of incentives per calendar year as a metered tenant member.

Verification Procedure
To qualify for the incentive, existing non-self-learning thermostats must be identified or documented by EKPC or Clark Energy staff before the retrofit. After the member completes the retrofit, EKPC or Clark Energy staff must verify the installation of thermostat.

Payment
For each qualifying thermostat that is replaced with a self-learning thermostat, the member will receive an incentive of $100.

Term
The Commercial & Industrial Thermostat Program is an ongoing program.

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2/6/2026
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DSM

Commercial Advanced Lighting Program

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Purpose
The Commercial Advanced Lighting Program aims to promote energy efficiency by encouraging non-residential members to install high-efficiency LED lighting in their facilities.

Availability
This program is available to non-residential members within Clark Energy Cooperative, Inc. service territory, provided the facility's energy usage in the prior calendar year did not exceed 3,000,000 kWh.

Eligibility
To qualify for the Commercial Advanced Lighting Program the member must be on a non-residential rate. The business must have been in operations for at least two years and be current on its power bill payment to Clark Energy. No empty buildings, inactive warehouses, or inactive storage areas shall qualify. The business must be open or have its normal lighting load on for at least 50 hours per week.

Incentive
There will be four (4) prescriptive measures end-use members can utilize for incentives. Each incentive measure is described below along with the incentive amount.

Measure 1: For indoor ceilings greater than 15 feet, typically, that utilize multi-lamp non-LED fixtures such as T5, T8, T12 or metal-halide single lamp fixtures that convert to an LED, the member will receive a $35 incentive per fixture.

Measure 2: For indoor ceilings equal to or less than 15 feet, typically, that utilize multi-lamp non-LED fixtures such as T5, T8, or T12 that convert to an LED fixture, the member will receive an $18 incentive per fixture.

Measure 3: For any outdoor non-LED high-pressure sodium or metal-halide fixture that is converted to LED, this includes wall packs, flag lights, parking lot lights, canopy lights, and directional lights, the member will receive a $37 incentive per fixture.

Measure 4: For any indoor non-LED screw-in type bulb or single-light fixture replaced with an LED, the member will receive a $10 incentive per fixture.

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DSM

Commercial Advanced Lighting Program (continued)

All of these incentive amounts are summarized in the following table:

	Member Incentive
Measure 1	$35
Measure 2	$18
Measure 3	$37
Measure 4	$10

Total member incentives are limited to $5,000/year/facility.

Term
The Commercial Advanced Lighting Program is an ongoing program.

Verification Procedure
To qualify for the above-mentioned incentives, Clark Energy or EKPC personnel must verify that non-LED fixtures are currently installed and in use at the facility. Participants must submit receipts for the purchase of LED fixtures to the owner-member cooperative and the purchase date must be after the initial visit by owner-member cooperative or EKPC personnel.

N

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Reserved for Future Use

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: March 1, 2019

ISSUED BY: Robert C. Arnold
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00060 DATED: FEBRUARY 27, 2019

KENTUCKY
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Executive Director
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RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION (N)

APPLICABLE

In all territory served by Clark Energy Cooperative, Inc. ("Clark Energy").

AVAILABILITY OF SERVICE

Community Solar Power is available to Clark Energy's End-Use Cooperative Members ("Customer") on a voluntary basis, upon request, and on a first-come, first-served basis up to the capacity available to Clark Energy from East Kentucky Power Cooperative ("EKPC").

LICENSE ARRANGEMENT

Each Customer participating in this program shall enter into a Community Solar Farm Solar Panel License Agreement ("License Agreement") with Clark Energy, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Clark Energy a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

The Customer may offset up to one hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

METERING

EKPC shall provide metering services, without any cost to the Clark Energy or Customer for metering equipment, through a standard kilowatt-hour metering system that will be located at

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the point of delivery of electricity generated by the solar generation facility. For purposes of determining the amount of energy generated by the Customer's licensed percentage of the solar generation facility, the total net energy output of the solar generation facility shall be multiplied by the Customer's proportional licensed interest in the solar generation facility. (N)

PANEL PRODUCTION CREDITS

Participating Customers will be credited monthly by Clark Energy for the electric power produced by solar panels licensed by the participating Customer at the value of the real-time locational marginal price for energy set by PJM Interconnection, LLC ("PJM") at the EKPC Office Substation node during each hour of the day. A participating Customer shall also be entitled to receive the value of capacity payments received by EKPC as determined in the applicable PJM Base Residual Auction for the portion of the community solar farm licensed to the participating Customer.

A participating Customer shall elect whether any Solar Renewable Energy Credits or any other environmental attributes ("SRECs") associated with energy generated by the solar generation facility shall be sold by EKPC or retired. A participating Customer who elects to sell the SRECs will receive a corresponding credit on his or her electric bill from Clark Energy. The credit for those SRECs will accumulate over a calendar year and will be credited to the Customer in equal installments over a twelve (12) month period beginning on April 1st of the following year, along with interest accrued at the rate set forth by the Commission for customer deposits.

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. a replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

The net amount of the Panel Production Credit will be determined by taking the sum of the capacity credit, energy credit and SREC credit (if applicable) and subtracting from said sum operations and maintenance expense.

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At no time shall Clark Energy be required to convert the Panel Production Credit to cash. Any excess Panel Production Credits can be carried forward to offset a later billed amount. (N)

FUEL ADJUSTMENT CLAUSE

The fuel adjustment clause is not applicable to the Community Solar Power Generation program.

ENVIRONMENTAL SURCHARGE

The environmental surcharge is not applicable to the Community Solar Power Generation program.

TRANSFER/TERMINATION

If the Customer moves to a new location within Clark Energy's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Clark Energy's service territory or his or her membership in Clark Energy is terminated for any reason, the Customer may transfer the license and credits to another Customer within Clark Energy's service territory within sixty (60) days following the termination of membership or service. If the license is not transferred within sixty (60) days, the license shall be terminated and Clark Energy may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Clark Energy at the time of termination of membership or service, Clark Energy may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding balance prior to making any designated transfer of the license to a different service address or customer. The Customer is responsible for informing Clark Energy of any changes in the service location for which the credits are to be associated.

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

Any Customer desiring to license one or more solar panels in the Community Solar Farm must first enter into the License Agreement (a copy of which is attached hereto and incorporated

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herein by reference as if set forth fully herein) and tender to Clark Energy the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days. (N)

DATE OF ISSUE January 31, 2017
MONTH / DATE / YEAR

DATE EFFECTIVE March 02, 2017
MONTH / DATE / YEAR

ISSUED BY: Robert C Greenwell
SIGNATURE OF OFFICER

TITLE: President & CEO

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Talina R. Mathews
EXECUTIVE DIRECTOR

Talina R. Mathews

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COMMUNITY SOLAR FARM
SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ by and between Clark Energy Cooperative, Inc., with its principal place of business at 2640 Iron Works Road, P.O. Box 748, Winchester, Kentucky 40392 ("Cooperative"), and the following identified person ("Customer"), who is a Member of Cooperative:

Customer/Licensee:_____

Mailing Address:_____

Service Address: _____

Telephone Number: _____ Email Address:_____

Account Number: _____

1. **License.**

1.1. Subject to the terms and conditions set forth in this Agreement, Cooperative hereby grants to Customer a license (each, a "License") to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a "Solar Panel") during the Term:

Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____

(If additional panels are licensed, attach additional sheets listing the Serial Number(s) as necessary.)

1.2. The foregoing solar panel(s) will be in service at East Kentucky Power Cooperative, Inc.'s ("EKPC") Community Solar Facility ("Solar Facility") located at 4775 Lexington Road, Winchester, Kentucky. Cooperative, as a Member of EKPC has been granted the right to license said panels. Customer acknowledges and agrees that EKPC retains sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that EKPC may replace a Solar Panel with any make, model, brand or type of solar panel as EKPC may elect, in its sole discretion, on notice to Cooperative of such change. In the event a Solar Panel is changed, updated information, including the new Serial Number, make, model and specifications of the Solar Panel will be provided to Cooperative by EKPC. Cooperative is new information to Customer.

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1.3. During the Term (as defined below), Customer will receive the Panel Production Credit for each Solar Panel as a credit on Customer's monthly bill for electricity provided by Cooperative at the Service Address set forth above (the "Service Address"), which address must be located within Cooperative's service territory.

Only metered residential, commercial and industrial accounts will be permitted to receive the Panel Production Credit. Exterior lighting accounts are not eligible to participate in the program. A separate License Agreement with a Customer is required for each specific Service Address.

The License granted to the Customer hereunder is limited to the receipt of the Panel Production Credits referred to above, and includes no other rights except as specified herein.

2. **Consideration.** As consideration for the License granted to Customer pursuant to this Agreement, the Customer will pay to Cooperative a license fee in the sum of $460.00, per Solar Panel listed above. Said fee shall be delivered and payable to Cooperative, upon the execution of this Agreement, (the "License Fee").

3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of twenty-five (25) years ("the "Term"), subject to early termination as provided in this Agreement.

4. **Cooperative Obligations.** Cooperative agrees to:

4.1. Provide Customer with any updates in the event of any changes pursuant to Section 1.2 of this Agreement.

4.2. Relay any necessary information to Customer regarding the operation and maintenance of the community solar facility it receives from EKPC. Cooperative will not be the owner or operator or provide any maintenance on the community solar facility and is only able to offer participation to its customers because of its Membership status with EKPC. Each solar panel subject to this License will remain the sole property of EKPC. EKPC will be the sole loss payee listed on any insurance policies related to the solar panel(s) listed in this Agreement.

5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be defined, calculated and distributed as follows:

5.1. For each solar panel licensed by the Customer, the Customer shall receive a monthly Panel Production Credit consisting of: A) the sum of: 1) the Final Energy Production Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and costs attributable to the Customer's licensed solar panels.

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5.2. **Final Energy Production Credit**: The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis ("Facility Power Production"). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer's bill. The monthly credit applied to Customer's bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC ("PJM").

5.3 **Panel Capacity Credit**: The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.

5.4 **Solar Renewable Energy Credit**: Customer understands and agrees that EKPC will ☐ sell or ☐ retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer's licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer's electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer's account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. ***If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.***

5.5 **Operations and Maintenance Debit**: Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

5.6 The Panel Production Credit will be set forth each month as a credit on the Customer's bill, beginning with the bill covering the next full billing cycle after the later of: A) the date of execution of this Agreement; or B) the date the solar generating facility is deemed operational by EKPC. At no time shall Cooperative be required to convert

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the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.

6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:

6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.

6.2 Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of 0.92^{n}, where n is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.

6.3 The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.

6.4 At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.

6.5. Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.

7. **Additional Acknowledgements.** The Parties further acknowledge and agree that:

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7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.

7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.

7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.

7.5 **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.

7.6 **Limitation of Liability**. EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S), INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER

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UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

8. **Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance written notice to Cooperative, a Customer may elect to: (a) change the Service Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Service Address is within Cooperative's service territory and associated with the Customer, or (b) assign this Agreement to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory and the individual or entity is a Member of Cooperative. Customer will notify Cooperative of such change or assignment in writing at least thirty (30) days prior to the effective date of such change. This notice shall include:

- Customer's name and mailing address;
- A copy of the original License Agreement;
- The Serial Number for each applicable Solar Panel;
- The current Service Address;
- The new Service Address (if applicable);
- The name of the individual or entity to whom Customer is assigning this Agreement, (if applicable);
- Acknowledgment of Customer's surrender of the applicable License and any further Panel Production Credits associated with the assigned Solar Panel(s); and
- The effective date of such assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License or this Agreement.

In the event that a Customer's membership in Cooperative ceases, a transfer under this Section 8 shall be made within sixty (60) days of termination of membership. If a transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

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9. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested: (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Party in writing of the change of address for notices to be sent.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

11. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

Clark Energy Cooperative, Inc.

CUSTOMER NAME (please print)	CLARK ENERGY COOPERATIVE, INC. REPRESENTATIVE NAME AND TITLE (please print)
CUSTOMER SIGNATURE	SIGNATURE

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