PSC No. 4

Cancelling PSC No. _

Fleming-Mason Energy Cooperative, Inc.

1449 Elizaville Road
Post Office Box 328
Flemingsburg, KY
41041

www.fme.coop

Rates, Terms, and Conditions for Furnishing

ELECTRICITY

in

Bath, Bracken, Fleming, Lewis, Mason, Nicholas, Robertson, and Rowan counties of Kentucky

On file with the

Public Service Commission of Kentucky

DATE OF ISSUE: May 12, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2025-00224 Dated: April 27,2026

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE

5/1/2026

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

FLEMING-MASON ENERGY COOPERATIVE, INC.

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – SCHEDULE RSP

Applicability:

Available to all members of the Cooperative for all residential service, as well as single phase small agricultural and small power use requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.

Character of Service:

Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.

Monthly Rate:

Customer Charge	$19.65/meter	(I)
Energy Charge – For All kWh	$0.10083/kWh	(I)

Minimum Charge:

The monthly customer charge.

Temporary Service:

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

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – SCHEDULE RSP

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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PREPAY SERVICE – SCHEDULE RSP-PPM

Standard Rider:

Fleming-Mason Energy Cooperative's Prepay Service ("Prepay") is an optional rider to Rate Schedule RSP – Residential and Small Power as defined by the Cooperative.

Availability:

All Rate Schedule RSP – Residential and Small Power, excluding accounts on Levelized/Fixed Budget, Automatic Bank Draft, Net Metering, and accounts greater than 200 Amp Service within the territory served by Fleming-Mason.

Monthly Rate:

Rate Schedule RSP:

Consumer Facility Charge:	$ 19.65	(I)
Energy Charge per kWh:	$0.10083	(I)
Prepay Service Fee:	$ 5.00	

TERMS & CONDITIONS:

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

1. Each member electing Prepay will be subject to all other applicable rules and regulations which apply to members using the residential tariff, without the Prepay rider.
2. Members should have internet access or the ability to receive electronic communications, including texting services to participate in the voluntary Prepay service.
3. Any member choosing to enroll in Prepay shall sign a *Prepay Service Agreement* ("Agreement"). The Agreement shall remain in effect until the member notifies Fleming-Mason, in writing, to cancel the Agreement.
4. Upon written cancellation of the Agreement, the member shall be subject to the conditions of the applicable tariff, without the Prepay rider. In accordance with Fleming-Mason's current Rules and Regulations, this may require a security deposit to be paid by the member at the time of cancellations of the Prepay service.
5. Any special equipment issued to the member for participation in Prepay shall be returned in good working condition by the member. Refusal by the member to return the equipment shall result in replacement cost of the equipment being charged to the member.

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PREPAY SERVICE – SCHEDULE RSP-PPM (CONTINUED)

6. The Consumer Facility Charge and Energy Charge will be the same as Fleming-Mason's applicable residential tariff. The Energy Charge per kWh will be calculated and deducted from the member's account on a daily basis. The Consumer Facility Charge and Prepay Service Fee will be pro-rated and deducted from the member's account on a daily basis.

7. The Fuel Cost Adjustment and Environmental Surcharge will be charged or credited to the account daily. The Fuel Adjustment and Environmental Surcharge will be the rates in effect for the time of update.

8. The Prepay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.

9. At the time Prepay is activated for an account, the initial purchase is recommended to be a minimum of $100.00. Purchases beyond the point of activation will be at an increment of the member's choosing, with a minimum purchase being $20.00 for the use of credit cards. Members may apply funds to their prepay account(s) by most methods as post pay and include the following: credit card, debit card, check and cash. Payment can be made via the website, phone and in person at one of Fleming-Mason's offices. Payment methods are listed on Fleming- Mason's website, www.fme.coop.

10. When an existing member selects to participate in Prepay and has a security deposit on file, the deposit and any accumulated interest will not be refunded. The deposit will be converted into a credit on the Prepay account going forward. No crediting of the deposit to the Prepay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s).

11. If a member who has not participated in Prepay is disconnected for non-payment, the member may request to be reconnected and enrolled in Prepay. If the member is unable to pay the account balance in full for the disconnected account, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. Seventy percent (70%) of the payments will be applied to new purchases and thirty percent (30%) will be applied towards retirement of the previous balance minus any applicable deposit.

12. A prior member, who previously received service from Fleming-Mason and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay the past due amount prior to establishing prepay service. If the member is unable to pay the account balance in full, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. Seventy percent (70%) of the payments will be applied to new purchases and thirty percent (30%) will be applied towards retirement of the previous balance.

13. Once an account is enrolled in Prepay, the account will no longer be eligible for additional payment arrangements.

14. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting official documents of commitment from the agency providing assistance.

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PREPAY SERVICE – SCHEDULE RSP-PPM (CONTINUED)

15. When a Prepay account reaches a balance of $25.00, an automated message(s) will be processed and sent to the member and no written notice will be sent by mail.

16. If a payment on a Prepay account is returned for any reason, the account is subject to the service fee as provided in Fleming-Mason's Rules and Regulations.

17. Members presenting a Winter Hardship Reconnect, Certificate of Need or Medical Certificate as provided in 807 KAR 5:006, Sections 14, 15, and 16 will be removed from Prepay and the account will return to the status of a post-pay account.

18. A monthly paper bill will not be mailed to a member who elects to participate in Prepay. The member may view their Prepay account status on Fleming-Mason's website. Based on the Prepay notification system, the account should not be eligible for past-due status, therefore; a delinquent notice will not be processed or mailed.

19. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the Prepay account is adequately funded. Fleming-Mason discourages participation in the Prepay program if the member cannot ensure proper funding.

20. If a Prepay account is disconnected due to lack of funds or any other reason, Fleming-Mason 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 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. A disconnected Prepay account shall make payment to reestablish the account with a credit balance of fifty dollars ($50) if it has been less than seven days since the disconnection. Otherwise, the member must start a new Prepay account.

21. Prepay accounts will be billed daily with a month-end billing being processed to finalize any applicable miscellaneous fees such as billing contracts, EnviroWatts, WinterCare, etc.

22. If a request is made to disconnect the service at a Prepay account, any remaining balance will be transferred to other active accounts, if applicable, or refunded in the form of check.

23. Should damage occur to the equipment as a result of malice or neglect by the member, the member shall be billed for the replacement cost of the equipment.

24. Members may check the status of a Prepay account by utilizing Fleming-Mason's website or by calling the office at any time.

25. The member shall pay any fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission and as may be required for the member to participate in the Prepay electric service program.

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FLEMING-MASON ENERGY COOPERATIVE, INC.
AGREEMENT FOR PREPAY SERVICE

Member Name	_____	Home Phone	_____
Account No.	_____	Cell Phone	_____
Service Address	_____	Cell Carrier	_____
	_____	E-mail	_____

The undersigned (hereinafter called the "member") hereby applies for participation in the voluntary Prepay service offered to members of Fleming-Mason 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.
2. 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, however, to any changes set forth in this agreement.
3. The member shall pay any fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission and as may be required for the member to participate in the Prepay electric service program.
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 account. However, if the member has another account(s) which 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. Those 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.
6. The member shall pay a daily program fee and a daily consumer customer charge. This amount will be in addition to the charges included for the fuel cost adjustment and environmental surcharge rates which will be charged or credited to the account based upon the effective rates. The effective rates of the fuel adjustment and environmental surcharge will be the rates in effect when kWh's are used.
7. During any interruption, outage and/or disconnections, the customer charge, Prepay fee and any security light charges will continue to accrue.
8. If a member changes any of the contact information (i.e. e-mail address, phone number, etc.) provided on this agreement, it is the responsibility of the member to notify the Cooperative of any such changes immediately. It is the member's responsibility to manage their own communication devices.
9. When the amount of funds remaining on a Prepay account reaches the established threshold of $25.00, 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 for any reason(s).

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10. The member shall be responsible for regularly monitoring the balance on the Prepay 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. If the member cannot ensure proper funding, the Cooperative recommends the member not utilize the Prepay service.
11. Budget billing, automatic draft, net metering, and three-phase accounts are not eligible for Prepay service.
12. Should the member have a payment returned for any reason, the returned payment will be charged to the Prepay account. The member's account shall also be charged a return payment fee as referenced in the Cooperative's PSC approved Rules and Regulations in addition to the returned payment amount. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.
13. If a Prepay 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 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.
14. By signing this agreement, the member affirms there are no residents in the home that currently have medical conditions 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.
15. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature as the member is responsible for ensuring that the Prepay account is adequately funded.
16. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting official documents of commitment from the agency providing assistance.
17. If a member on a Prepay 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.
18. The member authorizes the Cooperative to transfer the unpaid balance of $_____ from the member's post-pay account to the Prepay service account. The member also authorizes the kWh used since the last bill date until the meter is changed to Prepay service to be calculated and transferred to the Prepay account. The member further agrees that thirty percent (30%) of any future purchases for funding the Prepay account shall be applied to the balance until said balance is paid in full. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any purchases for funding is applied to the member's Prepay account.
19. For a prior member who previously received service from the Cooperative and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt), the member agrees that if the uncollectible account/bad debt is not paid in full upon enrolling in the Prepay Program, thirty (30%) of any payments made on this account in the future shall be applied to the balance until said uncollectible account/bad debt is paid in full. The member authorizes the Cooperative to transfer the uncollectible account/bad debt balance of $_____ to the Prepay Account.
20. A Prepay account shall not be eligible for future payment plan arrangements.
21. If a member wishes to disconnect service, the member shall be refunded any balance on the Prepay account. Any refund will be processed in the same manner as a post-pay account refund.

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22. The member, by signing this agreement, confirms the ability to receive electronic communications which is required to be eligible for the Prepay service.
23. The Prepay agreement shall be in effect for (1) year. After one year, the member may elect to opt out of the Prepay program by submitting a request for cancelation to the Cooperative in writing. If Prepay service is ended, the member must meet the requirements of a post-pay account for continued service.
24. Members may apply funds to a Prepay account by most payment methods available for post-pay service and provided on the Cooperative's website at: www.fme.coop
25. The undersigned agrees that Cooperative personnel has comprehensively explained this Prepay program and have fully informed the member of all aspects of the program.

Member Signature: _____ SSN:_____ Date:_____

Member Signature: _____ SSN: _____ Date: _____

CSR Signature: _____ Date: _____

Preferred Method of notification is (please check one): ☐ **E-Mail** ☐ **Text**

OFFICE USE ONLY

SO Number _____ Date Installed _____
Customer NO. _____ Initials _____
Comments_____

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – ELECTRIC THERMAL STORAGE — SCHEDULE RSP-ETS

OFF-PEAK Retail Marketing Rate

Availability of Service:

Available to consumers eligible for Tariff Residential and Small Power Schedule. The electric power and energy furnished under Tariff Residential and Small Power OFF-PEAK Retail Marketing Rate shall be separately metered for each point of delivery. Other power and energy furnished will be billed under Residential and Small Power Schedule.

Character of Service:

Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.

Monthly Rate:

Energy Charge – For All kWh	$0.06050/kWh	(I)

Minimum Charge:

The monthly customer charge.

Schedule of Hours:

This rate is only applicable for the below listed off-peak hours:

Months	OFF-PEAK Hours - EST
October thru April	12:00 P.M. to 5:00 P.M. 10:00 P.M. to 7:00 A.M.
May thru September	10:00 P.M. to 10:00 A.M.

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – ELECTRIC THERMAL STORAGE — SCHEDULE RSP-ETS

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Terms and Conditions:

This tariff is subject to the Cooperative's standard terms and conditions of service.

The retail marketing rate applies only to programs which are expressly approved by the Commonwealth of Kentucky Public Service Commission to be offered under the Marketing Rate of East Kentucky Power's Wholesale Power Rate Schedule A.

Under this rate, a separate contract will be executed between the Cooperative and the Consumer/Member. A sample copy of which is filed as part of this tariff.

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FLEMING-MASON ENERGY COOPERATIVE, INC.
OFF-PEAK ELECTRIC THERMAL STORAGE HEATING CONTRACT

This agreement made and entered into between Fleming-Mason Energy Cooperative, Inc. (hereinafter called "FME") AND _____ (hereinafter called "Member" whether singular or plural) (T) (T)

WITNESSETH:
That in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. In order to qualify for the ETS rate, Member shall purchase and install an electric thermal storage heating unit(s).

2. Member must comply with the special metering and wiring specifications set forth by FME before the special discounted electric rate can be granted. An approved electrician will perform necessary modifications or replacement of existing house wiring at Member's request and at Member's expense. An inspection by a Certified Electrical Inspector will be required for such wiring changes performed by other licensed electricians solely for the purpose of certifying conformance with the above-mentioned specifications. (T)

   All modifications, additions, or replacement to existing wiring and equipment done by an approved electrician will be done in accordance with safety standards as outlined in the "National Electric Code".

3. After installation of the unit(s), FME guarantees a minimum of ten (10) hours Off-Peak storage availability per day during the seven (7) month heating season of October through April for ten (10) years from the date of installation. (T)

4. FME further guarantees, subject to the approval of the Public Service Commission, that the rate for energy used by off-peak ETS units(s), pursuant to Residential & Small Power tariff marketing rate, shall be discounted no less than forty percent (40%) below the lowest cost rate block for regular residential or small commercial services, as appropriate, and as modified and approved from time to time by the Public Service Commission. (T)

5. Member agrees to participate in any electronic load control program initiated by FME, and approved by the Public Service Commission, that ensures a minimum of ten (10) hours per day charging time for ETS unit(s). (T)

6. The rate discount offered herein may be transferred or assigned to another member of FME who resides in, rents, leases, or purchases a residence equipped with approved ETS unit(s) providing such member abides by the terms of this contract and accompanying tariff. (T)

7. FME retains the right to periodically inspect ETS unit(s) installations through its employees or representatives. (T)

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8. Discounted rates for ETS energy used are contingent upon modified wiring, equipment, and/or timing devices operating as specified by FME employees or representatives. In the event such operation is circumvented by causes other than negligence by authorized installers, or defects in material and/or equipment, or other causes beyond the reasonable control of Member, penalty equal to the product of 1.4 multiplied by the last block of the regular residential or small commercial rates shall apply to all ETS energy used. (T)

9. All modifications, additions, or replacement to existing wiring and equipment done by an approved electrician will be done in accordance with safety standards as outlined in the "National Electric Code". FME, its employees or representatives shall not be held liable for any damages resulting from the use of ETS unit(s) and members shall indemnify, defend, and save FME harmless therefrom. (T) (T)

This _____ day of _____, 20_____.

Fleming-Mason Energy Cooperative, Inc.

By: _____
(Employee/Representative)

Member:

Member # _____ Name _____

Location # _____ Address _____

Meter # _____ _____

Telephone _____

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – TIME OF DAY – SCHEDULE RSP – TOD

Applicability:

Available to all members of the Cooperative for all residential service, as well as single phase small agricultural and small power use requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.

Character of Service:

Single-phase 60 Hertz at 120/240 volts alternates current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.

Monthly Rate:

Customer Charge	$24.30/meter	(I)
Energy Charge –		
On-Peak Energy	$0.14150/kWh	(I)
Off-Peak Energy	$0.07185/kWh	(I)

Schedule of Hours:

On-Peak and Off-Peak Hours

Months	Days (5 days a week)*	On-Peak Hours	Off-Peak Hours
May thru Sept	Monday thru Friday	2:00 pm - 9:00 pm	9:00 pm - 2:00 pm
Oct thru April	Monday thru Friday	5:00 am - 11:00 am 5:00 pm - 10:00 pm	11:00 am - 5:00 pm 10:00 pm - 5:00 am

*Weekends are Off-Peak

Minimum Charge:

The monthly customer charge.

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President and Chief Executive Officer

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Case No. 2025-00224 Dated: April 27, 2026

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

CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – TIME OF DAY – SCHEDULE RSP – TOD

Temporary Service:

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

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – INCLINING BLOCK – SCHEDULE RSP – IB

Applicability:

Available to all members of the Cooperative for all residential service, as well as single phase small agricultural and small power use requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.

Character of Service:

Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.

Monthly Rate:

Customer Charge	$19.65/meter	(I)
Energy Charge –		(I)
0 – 300 kWh	$.07944/kWh	(I)
301 – 500 kWh	$.09018/kWh	(I)
Over 500 kWh	$.12238/kWh	

Temporary Service:

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

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

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CLASSIFICATION OF SERVICE

RESIDENTIAL AND SMALL POWER – INCLINING BLOCK – SCHEDULE RSP – IB

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

SMALL GENERAL SERVICE – SCHEDULE SGS

Applicability:

Available to all members of the Cooperative for all service including single phase non-residential or three-phase commercial and three-phase farm service up to 112.5 KVA transformer capacity. All use is subject to the established rules and regulations of the Cooperative.

Character of Service:

Single-phase 60 Hertz alternating current, or where available, three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.

Monthly Rate:

Customer Charge	$52.85/meter	(I)
Demand Charge – Per Billing KW	$7.95/KW	(I)
Energy Charge – All kWh	$0.07768/kWh	(I)

Determination of Billing Demand:

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

Power Factor:

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at the time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

Minimum Charge:

The monthly customer charge. For temporary or seasonal service a minimum charge of $634.20 per annum is required in lieu of the monthly customer charge payable at the time of request for service. (I)

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CLASSIFICATION OF SERVICE

SMALL GENERAL SERVICE – SCHEDULE SGS

Temporary Service:

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

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Service Provisions:

Delivery Point. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract of service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and their electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

Service at Primary Voltage:

If service is furnished at primary distribution voltage, a discount of $0.40 shall apply to the demand charge.

Terms of Payment:

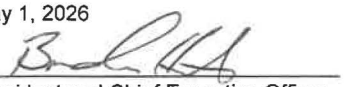
The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

LARGE GENERAL SERVICE – SCHEDULE LGS

Applicability:

Available to all members of the Cooperative for all service requiring greater than 112.5 KVA and less than 1,500 KVA transformer capacity at voltages of 25kv or less. All use is subject to the established rules and regulations of the Cooperative.

Character of Service:

Three-phase 60 Hertz alternating current at the Cooperative's prevailing voltage levels.

Monthly Rate:

Customer Charge	$70.32meter	(I)
Demand Charge – Per Billing KW	$7.44/KW	(I)
Energy Charge – All kWh	$0.06549/kWh	(I)

Determination of Billing Demand:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

Power Factor:

The consumer agrees to maintain unity power factor 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%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

Minimum Charge:

The monthly customer charge. For temporary or seasonal service a minimum charge of $843.84 per annum is required in lieu of the monthly customer charge payable at the time of request for service. (I)

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CLASSIFICATION OF SERVICE

LARGE GENERAL SERVICE – SCHEDULE LGS

Temporary Service:

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

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Service Provisions:

Delivery Point. If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines and their electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

Service at Primary Voltage:

If service is furnished at primary distribution voltage, a discount of $0.40 shall apply to the demand charge.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING SERVICE – SCHEDULE OLS

Applicability:

Available to members of the Cooperative for controlled lighting from dusk to dawn, approximately 4,000 hours per year.

Character of Service:

1. Standard Service: Street Lighting equipment furnished under the standard service rate shall consist of overhead service on wood poles within 300' of the Cooperative's existing 7200- or 14400-volt lines. The Cooperative will install, own, operate and maintain street lighting equipment including lamps, fixtures, circuits, protective equipment and transformers. The member shall pay the standard service rate.

2. Ornamental Service: Upon request, the Cooperative will furnish, under the Ornamental Service Rate, ornamental poles of the Cooperative's choosing, together with overhead wiring as specified in 1 above. The member shall pay the Ornamental Service Rate.

3. Directional Service: Upon request, the Cooperative will furnish, under the Directional Service Rate, directional lights on wood poles with overhead wiring as specified in 1 above. The member shall pay the Directional Service Rate.

4. Other than systems specified under Standard, Ornamental or Directional Service should the member require either initially or upon replacement, a system or equipment other than described in 1, 2 or 3 above, the member may make a nonrefundable contribution to the Cooperative. Where installations are located within 300 feet of the Cooperative's existing 7200- or 14400-volt facilities, the contribution may be equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional system specified in 1, 2 or 3 above. Where installations are located greater than 300 feet of the Cooperative's 7200- or 14400-volt facilities, the contribution may be equal to the installed cost for the system or equipment required for service for the portion in excess of 300 feet, plus the cost difference if any, for that portion of the service or facilities under 300 feet. In a similar manner the member will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional overhead system.

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CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING SERVICE – SCHEDULE OLS

5. Any installation costs which are to be borne by the member are due and payable at the time of installation.

Monthly Rate:

Mercury Vapor	Watt			
7,000 Lumens (approx.)	207	Standard Service	$10.12/Mo.	(I)
		Ornamental Service	$22.02/Mo.	(I)
20,000 Lumens (approx.)	453	Standard Service	$19.68/Mo.	(I)
		Ornamental Service	$30.00/Mo.	(I)
High Pressure Sodium	Watt			(I)
9,500 Lumens (approx.)	117	Standard Service	$ 9.56/Mo.	(I)
		Ornamental Service	$19.85/Mo.	(I)
		Directional Service	$ 9.65/Mo.	
22,000 Lumens (approx.)	242	Standard Service	$13.87/Mo.	(I)
		Ornamental Service	$24.16/Mo.	(I)
		Directional Service	$13.62/Mo.	(I)
50,000 Lumens (approx.)	485	Standard Service	$21.29/Mo.	(I)
		Ornamental Service	$31.06/Mo.	(I)
		Directional Service	$20.90/Mo.	(I)
Light-Emitting Diode (LED)				
5,000 – 7,500 Lumens		Standard Service	$ 9.73/Mo.	(I)
8,000 – 12,500 Lumens		Roadway	$13.45/Mo.	(I)
5,000 – 7,500 Lumens		Residential Directional	$16.14/Mo.	(I)
19,000 – 23,000 Lumens		Commercial Floodlight	$26.41/Mo.	(I)

Minimum Charge:

First year, or any portion thereof, the sum of the monthly charge multiplied by 12 per unit payable in advance. Thereafter, the monthly charge per month per unit.

Additional Charges:

The above charge and term applies to lights mounted on existing Cooperative poles with 120 volts available. If the light requires the addition of a new wood pole, a charge of $350 will be required in advance. New additions of metal or decorative poles shall be paid at full cost in advance of installation.

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CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING SERVICE – SCHEDULE OLS

Fuel Adjustment Clause:

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 monthly energy to which this clause applies for billing purposes is the average monthly operations of 333 hours times the wattage listed above for the appropriate light. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

ALL ELECTRIC SCHOOL- SCHEDULE AES

Applicability:

Available to all public or nonprofit private schools whose total energy requirement, excluding separately metered lighting for athletic fields and electric vehicle chargers, is supplied by electricity furnished by the Cooperative.

Character of Service:

Single or three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.

Monthly Rate:

Customer Charge	$69.64/meter	(I)
Energy Charge – For All kWh	$0.09667/kWh	(I)

Minimum Charge:

The minimum annual charge will be not less than $19.00 per kva of required transformer capacity as determined by the Cooperative.

Term of Contract:

Service under this rate schedule will be furnished under an "Agreement for Purchase of Power" for a term of not less than five (5) years.

Fuel Adjustment Clause:

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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 1

Applicability:

Available to all members of the Cooperative for all service where the monthly contract demand is between 1000 KW and 4999 KW. All use is subject to the established rules and regulations of the Cooperative.

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$ 679.72/Mo.	(I)
Demand Charge – Per Billing KW	$ 9.94/KW	(I)
Energy Charge – For All kWh	$0.06684/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The kilowatt demand as indicated or recorded by a demand meter shall be the highest average rate at which energy is used during any fifteen-minute interval during the current month during the below listed hours:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 1

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 2

Applicability:

Available to all members of the Cooperative for all service where the monthly contract demand is between 5000 KW and 9999 KW. All use is subject to the established rules and regulations of the Cooperative.

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$1,358.12/Mo.	(I)
Demand Charge – Per Billing KW	$ 9.94/KW	(I)
Energy Charge – For All kWh	$0.06269/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The kilowatt demand as indicated or recorded by a demand meter shall be the highest average rate at which energy is used during any fifteen-minute interval during the current month during the below-listed hours:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 2

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

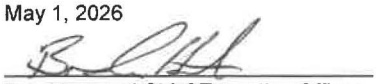
The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

DATE OF ISSUE: May 12, 2026

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ISSUED BY: 
President and Chief Executive Officer

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Case No. 2025-00224 Dated: April 27,2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 3

Applicability:

Available to all members of the Cooperative for all service where the monthly contract demand is 10,000 KW and above. All use is subject to the established rules and regulations of the Cooperative.

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$ 1,358.12/Mo.	(I)
Demand Charge – Per Billing KW	$ 8.13/KW	(I)
Energy Charge – For All kWh	$0.06135/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The kilowatt demand as indicated or recorded by a demand meter shall be the highest average rate at which energy is used during any fifteen-minute interval during the current month during the below listed hours:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 3

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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5/1/2026
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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 4

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 - 4999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand shall be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$ 679.72/Mo.	(I)
Demand Charge – Per Billing KW	$ 7.97/KW	(I)
Energy Charge – For All kWh	$0.06738/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The ultimate consumer's highest demand during the current month or preceding eleven months coincidental with EKPC's peak demand. EKPC's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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5/1/2026
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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 4

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the billing demand multiplied by the demand charge, plus
(C) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 4B

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 - 4999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand will be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$ 679.72/Mo.	(I)
Demand Charge – Per Contract kW	$ 7.97/kW	(I)
Demand Charge – Per kW in Excess of Contract	$ 11.23/kW	(I)
Energy Charge – For All kWh	$0.06738/kWh	(I)

Determination of Billing Demand:

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with EKPC's peak, exceeds the contract demand. EKPC'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 therein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 4B

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the contract demand multiplied by the demand charge, plus
(C) The product of the contract demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 5

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand shall be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$ 1,358.12/Mo.	(I)
Demand Charge – Per Billing KW	$ 7.97/KW	(I)
Energy Charge – For All kWh	$0.06325/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The ultimate consumer's highest demand during the current month or preceding eleven months coincidental with EKPC's peak demand. EKPC's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 5

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the billing demand multiplied by the demand charge, plus
(C) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 5B

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand shall be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$1,358.12/Mo.	(I)
Demand Charge – Per Contract KW	$ 8.07/KW	(I)
Demand Charge – Per kW in Excess of Contract	$ 11.23/kW	(I)
Energy Charge – For All kWh	$0.06325/kWh	(I)

Determination of Billing Demand:

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with EKPC's peak, exceeds the contract demand. EKPC'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 therein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 5B

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the contract demand multiplied by the demand charge, plus
(C) The product of the contract demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 6

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 10,000 KW and above with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand shall be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$1,358.12/Mo.	(I)
Demand Charge – Per Billing KW	$ 7.97/KW	(I)
Energy Charge – For All kWh	$0.05815/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The ultimate consumer's highest demand during the current month or preceding eleven months coincidental with EKPC's peak demand. EKPC's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 6

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the billing demand multiplied by the demand charge, plus
(C) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 6B

Applicability:

Available to all members of the Cooperative for individual metered service where the monthly contract demand is 10,000 KW and above with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. Any changes to contract demand shall be limited to two (2) per year. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$1,358.12/Mo.	(I)
Demand Charge – Per Contract kW	$ 8.07/kW	(I)
Demand Charge – Per kW in Excess of Contract	$ 11.23/kW	(I)
Energy Charge – For All kWh	$0.05815/kWh	(I)

Determination of Billing Demand:

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with EKPC's peak, exceeds the contract demand. EKPC'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 therein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 6B

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the contract demand multiplied by the demand charge, plus
(C) The product of the contract demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

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DATE EFFECTIVE: May 1, 2026

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President and Chief Executive Officer

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Case No. 2025-00224 Dated: April 27,2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 7

Applicability:

Available to all members of the Cooperative who receive service directly off a distribution substation and where the monthly contract demand is 7,500 kW and above with a monthly energy usage to or greater than 400 hours per kW of billing demand. Any changes to contract demand shall be limited to two (2) per year. Member pays for cost of connecting to substation. (T)

Condition:

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

Character of Service:

Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.

Monthly Rate:

Customer Charge	$1,358.12/Mo.	(I)
Demand Charge – Per Billing KW	$ 7.97/KW	(I)
Energy Charge – For All kWh	$0.05815/kWh	(I)

Determination of Billing Demand:

The monthly billing demand shall be the greater of (A) or (B) listed below:

(A) The contract demand

(B) The ultimate consumer's highest demand during the current month or preceding eleven (11) months coincident with EKPC's peak demand. The EKPC peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

Months	Hours Applicable for Demand Billing - EST
October – April	7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.
May – September	10:00 A.M. to 10:00 P.M.

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CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL SERVICE – SCHEDULE LIS 7

Monthly Minimum Charge:

The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:

(A) The customer charge plus,
(B) The product of the billing demand multiplied by the demand charge, plus
(C) The product of the billing demand multiplied by 400 hours and the energy charge per kWh.

Power Factor Adjustment:

The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.

Fuel Adjustment Clause:

The above rate may be increased or decreased by 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. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

Terms of Payment:

The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

Service at Transmission Voltage:

If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.

Taxes and Fees:

The Cooperative shall add to the electric bills of all applicable members the Kentucky Sales and Use Tax, any Utility Gross Receipt License Tax for Schools, any other tax that may be imposed on the Cooperative that is measured or determined by sales or receipts, or any Franchise Fee enacted by an ordinance of a municipality.

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POLE ATTACHMENT TARIFF – SCHEDULE PA

ARTICLE I - OVERVIEW

Applicability

In all territory served by Fleming-Mason Energy Cooperative, Inc. ("FME").

Availability

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 FME's Poles unless and until FME 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 FME are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to FME's Poles beyond those rights otherwise conveyed by law. FME 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 FME's rates, terms, and conditions governing attachments to FME'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

(N)

Additional information regarding FME's Pole Attachment services may be found at www.fme.coop, 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 (iv) contact information for primary and alternate FME personnel 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

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POLE ATTACHMENT TARIFF – SCHEDULE PA

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 FME's website at www.fme.coop as appropriately qualified and approved by FME to provide self-help surveys or Make-ready services. (T)

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 FME'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.

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. **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.

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

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

J. **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.

K. **Lesser Volume Orders** are requests which seek to attach to no more than zero and seventy-five hundredths' percent (0.75%) of FME's poles in Kentucky or to no more than 500 Poles, whichever is less. FME may treat multiple requests from a single applicant as one request if the requests are submitted within the same calendar month. (T) (T)

L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

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M. **Make-ready Costs** are all costs necessary for FME 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.

N. **Outside Party** is any person or entity other than FME or Licensee but that is also attached to FME's Poles consistent with law and this Schedule. (T)

O. **Over-lashing** 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 Over-lash does not include a mid-span installation.

P. **Permit** means authorization from FME to the Licensee to attach an Attachment pursuant to this Schedule.

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

R. **Pole Attachment Form** is the form an applicant is required to submit to FME with each application that (i) designates appropriate applicant personnel responsible for overseeing all Attachments with FME; and (ii) identifies appropriate applicant personnel associated with each application who shall be responsible for coordinating with FME and ensuring that Attachment-related issues are addressed in a timely manner. A copy of FME's Pole Attachment Form may be found at www.fme.coop. (N)

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

T. **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.

U. **Simple Make-ready** is a 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.

V. **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).

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(N)

W. **Special Contract** is a pole attachment agreement negotiated in good faith by FME and applicant when applicant's request to attach exceeds the lesser of three thousand (3,000) Poles or three percent (3%) of FME's Poles in Kentucky. This provision shall be inapplicable in the event that FME 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 FME 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 FME and applicant personnel;
5. The cadence, location, and necessary personnel for each project; and
6. The timing of surveys and Make-ready.

X. **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 FME and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for FME's facilities and Attachments ordinarily placed by the parties in their respective spaces.

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

1. For FME, 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 FME 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 FME installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for FME, as defined above, for that pole shall be increased to include the additional above ground space provided by FME. 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.

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

AA. **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 FME, 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 FME in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.

B. FME 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 over-lashed, 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 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 FME. 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 FME or an Outside Party.

POLE ATTACHMENT TARIFF – SCHEDULE PA

D. Licensee shall exercise precautions to avoid damage to facilities of FME 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 FME 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 FME for the reasonable costs and expenses incurred by FME in addressing damage caused by Licensee.

E. To further the goals of communication and cooperation with Licensee and Outside Parties, FME 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 – ESTABLISING 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 FME along with a signed Pole Attachment Form (the "Application"), and receive written authorization from FME authorizing the specific use requested. Failure to request and receive FME's authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to FME. (T)

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.
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 seventh-five hundredths percent (0.75%) of FME'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 FME describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, and similar information. (T) (T) (T) (T)
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.

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B. **PROCEDURE.**

1. Review for Completeness.

   i. FME will review each Application for completeness before reviewing it on its merits. FME shall complete its review for completeness within ten (10) business days after receipt of an Application for five hundred (500) or fewer Poles. FME 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 signed Pole Attachment Form and provides FME 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. FME may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another. (T)

   ii. An Application will be considered complete unless, the time prescribed above after FME's receipt of same, FME 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 FME reviews the Applications for completeness. Prioritizing a new Application resets the respective review time period of the applicant's deprioritized Applications under review by FME. (N)

   iv. If an application resubmits an Application that was previously found incomplete, the Application need only address FME's reasons for finding the original Application incomplete and shall be deemed complete within ten (10) business days after its resubmissions, unless FME 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 FME, and in each case the deadline set forth in Article IV Section B.1.(i). above shall apply to FME's review.

2. Surveys.

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

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ii. Following its receipt of a complete Application, FME 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. (T) (T) (T)

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

a. With respect to Lesser Volume Orders, FME 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. (T)

b. With respect to High Volume Orders, FME will complete the survey and reviews 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: FME 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 (3,000) Poles or three percent (3%) of FME's Poles in Kentucky. (T) (T) (T) (T) (T) (T) (T) (T)

c. The parties shall negotiate in good faith a Special Contract for all requests for attachment which exceed the lesser of three thousand (3,000) Poles or three percent (3%) of FME's poles in Kentucky, unless FME owns or controls fewer than five hundred (500) poles in Kentucky. (T) (T) (T) (T)

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.

v. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of FME's survey. FME 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, FME 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"). FME 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.

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ii. FME'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.

iii. 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. (N)

iv. 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.

4. Make-Ready.

i. Within seven (7) days (or sooner, if practical) of FME's receipt of payment for survey costs owed to-date and the Make-ready Estimate, FME will attempt to notify all known entities with existing attachments that could be affected by the Make-ready. (T)

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 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); (T) (T)

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 FME, 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.

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); (T)

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

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

5. Final Invoice.

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

a. 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 (T)

b. 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. (T)

c. Final invoices shall clearly identify the Application or project for which payment is requested. (N)

d. Payment for final invoices shall clearly identify the Application or project for which payment is made.

ii. Upon receipt of payment for the final invoice, FME 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 FME 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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iii. Licensee shall notify FME 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 FME at least ninety (90) days from receipt in which to inspect the Attachment. FME shall have fourteen (14) days after completion of its inspection to notify the over-lashing party of any damage or code violations caused by the Attachment. If FME discovers damage or code violations caused by the Attachment, then FME will inform Licensee and provide adequate documentation of the damage or code violations. FME 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 FME. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by FME 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 FME's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment. (T) (T)

6. Deviations from Make-Ready Timeline

i. FME 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. FME 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 FME to complete make-ready within the time limits established. If FME 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. FME 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. FME 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.

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7. Self-Help Remedy (N)

i. As soon as reasonably practicable, FME shall provide written notice to applicant if FME 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.

ii. Should FME 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. An applicant shall allow FME 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 FME 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. (N)

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.fme.coop.

vi. Self-help shall not be available for pole replacements. Only FME or its designee may conduct pole replacements.

C. **PROCEDURE (OTMR)**

1. Review for Completeness.

i. FME will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides FME the information necessary under this Schedule and Appendix A to make an informed decision on the application. FME 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 FME's receipt of same, FME notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys.

i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use FME or an Approved Contractor to conduct any survey pursuant to the OTMR process.

ii. An applicant shall allow FME 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 FME 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.

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3. Application Review on Merits.
   i. FME 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 FME's receipt of a complete Application, FME 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 FME denies an Application on its merits, then FME's decision shall be specific, shall include all relevant 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 FME and if the applicant has provided to FME 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 FME 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 FME and Outside Parties a reasonable opportunity to be present for any Make-ready.
   iii. An applicant/Licensee shall immediately notify FME and any affected Outside Party if Make-ready damages the equipment of FME or an Outside Party or causes an outage that is reasonably likely to interrupt the service of FME or an Outside Party.
   iv. If an applicant/Licensee or FME 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 FME shall provide the notices and estimates required as soon as reasonably practicable.

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5. Post Make-Ready Timeline.
   i. Licensee shall notify FME and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
   ii. Licensee shall notify FME within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide FME at least ninety (90) days from receipt in which to inspect the Attachment. FME shall have fourteen (14) days after completion of its inspection to notify the over-lashing party of any damage or code violations caused by the Attachment. If FME discovers damage or code violations caused by the Attachment, then FME will inform Licensee and provide adequate documentation of the damage or code violations. FME 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 FME. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by FME 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 FME's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

D. **OVER-LASHING**

1. Any person or entity seeking to over-lash existing facilities attached to FME's Poles shall provide advance written notice to FME 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 FME. The notice shall be provided to FME 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 FME.
2. Following receipt of the notice described in the preceding subsection, FME may determine the proposed over-lashing will create a capacity, safety, reliability, or engineering issue; in such an event, FME will provide specific documentation of the issue to the party seeking to over-lash within the 30-day advance notice period. In such event, the party seeking to over-lash 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 over-lashing 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 FME property or other existing attachments results from over-lashing, or if over-lashing work causes safety or engineering standard violations, then the over-lashing party shall be fully responsible at its expense for any necessary repairs.

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4. An over-lashing party shall notify FME within fifteen (15) days of completion of the over-lash on a particular pole. The notice shall provide FME at least ninety (90) days from receipt in which to inspect the over-lash. FME shall have fourteen (14) days after completion of its inspection to notify the over-lashing party of any damage or code violations caused by the over-lash. If FME discovers damage or code violations caused by the over-lash on equipment belonging to FME, then FME will inform the over-lashing party and provide adequate documentation of the damage or code violations. FME may either complete any necessary remedial work and bill the over-lashing party for the reasonable costs related to fixing the damage or code violations or require the over-lashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from FME. Over-lashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by FME in connection with over-lashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of over-lashed facilities beyond their initial attachment, nor shall it limit or impact FME's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

ARTICLE V – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

FME 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 FME 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 FME's Poles, no liability on account thereof shall attach to FME. If requested by FME, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless FME 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 FME's Poles, FME 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 FME's Poles immediately after receiving notice from FME 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 FME with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of FME's distribution system shall be performed by FME 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 FME's permission prior to conducting any such clearing activity near FME'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 FME 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 FME, as determined in its sole discretion, FME 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 FME.

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). FME shall make available and keep up-to-date a list of contractors FME has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use FME or a contractor from FME's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and FME may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

1. The contractor has agreed to follow published safety and operational guidelines of FME;
2. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designed for Make-ready;
3. 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;
4. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by FME, as made available; and
5. 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.

D. CONTRACTORS (SIMPLE). FME may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If FME provides this list, then Licensee shall choose FME 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.

1. If FME 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.
   i. FME may disqualify any contractor chosen by an applicant that is not on FME'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 FME's publicly available and commercially reasonable safety or reliability standards. FME will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

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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 FME 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 FME has such rights against Licensee under this Schedule. Licensee shall indemnify FME 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.

ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS

A. **ACTUAL INVENTORY**. FME 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 FME 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 FME's poles.

B. **RESERVED.**

C. **LICENSEE-SPECIFIC INSPECTION**. If FME has reasonable suspicion of a significant number of violations with respect to a particular Licensee, FME 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 FME for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, FME 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.

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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 FME, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that FME may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of FME'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. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, FME may elect to do such work itself, and Licensee shall reimburse FME for all actual costs and expenses incurred in connection therewith. FME 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 FME's gross negligence or misconduct. Failure by FME 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 FME 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**. FME 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 FME's reasonable satisfaction. The foregoing notwithstanding, in no event may FME impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from FME.

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**

1. 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 FME consistent with the Pole Attachment Regulation.

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2. Where an existing pole is replaced for maintenance purposes, FME 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 FME 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 FME.
3. 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 for which it has contributed in whole or in part.
4. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
5. In the event FME installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of FME's future requirements or additions, the additional space provided by Electric Utility shall be reserved for FME's sole use. Licensee may request documentation to validate the need for future space.
6. 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.
7. Except as otherwise provided, FME shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

B. **DIVISION OF COSTS FOR VIOLATIONS**

1. 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.
2. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by FME, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that FME may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of FME'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.
3. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, FME may elect to do such work itself, and Licensee shall reimburse FME for all actual costs and expenses incurred in connection therewith. FME shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of FME's gross negligence or misconduct on any third-party's facilities or property.

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4. Failure by FME 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 FME 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 FME or Outside Parties.
5. 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 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.
6. 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, FME and any other Licensees; and FME will make reasonable effort to cause the Outside Party to make such payment.
7. 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.
8. FME 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 FME or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this Schedule or at law, FME 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:
   1. an Unauthorized Attachment exists with no violations, then the Licensee shall pay to FME 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.
   2. 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 FME 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.

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B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then FME may remove such Attachments at the Licensee's expense and with no liability to FME, in which event the Licensee shall reimburse FME upon demand for the cost incurred in making such removal and shall indemnify and hold FME 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 FME's Specifications.

ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS

A. If FME desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, FME 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, FME may:

1. Transfer the attachment(s) at Licensee's expense (in which case FME expressly disclaims and shall have no responsibility or liability related thereto, except in the case of FME's gross negligence or willful misconduct); and/or
2. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless FME 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 FME the then depreciated value in place of the Pole to FME. FME 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 FME 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 FME to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an expedited basis, FME may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by FME 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.

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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 FME; if less, the difference shall constitute an amount owed by FME or a credit to the Licensee.

ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE

A. If FME, 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. FME 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 FME'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. FME may maintain its Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in FME'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 FME 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 FME's poles solely because of their use by the Licensee shall be paid by the Licensee.

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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 FME 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 FME with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing FME appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to FME'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 FME 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, abandonment or maintenance work. Notices sent through FME'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 FME 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 FME. No refund of any pole rental rate or other charge will be due on account of such removal. FME may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to FME's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of the Schedule and fails within thirty (30) days (or such longer, mutually- agreeable period if a 30 day cure period is not reasonably possible) after written notice from FME to correct such noncompliance. In the event a governmental entity at any time requires FME to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event FME 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 FME's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from FME's Pole(s), FME shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any

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kind to the Licensee, in which event the Licensee shall reimburse FME upon demand for the cost FME 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 FME harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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 FME's Poles as authorized herein. Licensee shall comply with FME'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 FME'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. FME SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF FME's POLES AND RELATED PROPERTY AND FACILITIES.**

ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

A. Licensee agrees to indemnify, defend and hold harmless FME, its affiliates, directors, officers, member-owners, representatives and employees (collectively "Indemnified Persons") from and against any and all claims, liabilities, losses, damages, 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,

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responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not FME 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 FME'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 FME.

C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. FME'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. FME 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 FME'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 FME or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of FME 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 FME's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about FME's poles.

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F. Notwithstanding anything to the contrary set forth elsewhere in this Schedule, IN NO EVENT WILL FME 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 – ASSIGNMENTS 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 FME, 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 FME is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name FME 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 FME. 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.

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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 FME 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 FME. 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, claims, liens, taxes, liquidated damages, penalties, or fees due to FME which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about FME's Poles. This shall include claims for damages to FME Facilities caused by Licensee, or its contractors and agents. FME shall have the right to draw funds from the bond to recover damages to FME Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit FME 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.

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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 FME 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. FME shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the terms of this Schedule. FME, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the 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 FME. Licensee shall defend, indemnify and hold harmless FME 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 FME 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 FME's or Licensee's exposure to risk.

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 FME 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 FME'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 FME such evidence as required by FME demonstrating, to FME'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 FME's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. FME 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 FME within thirty (30) days of the Licensee providing proof of such additional premium to FME and requesting payment therefor.

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ARTICLE XXII – FORCE MAJEURE

Except as may be expressly provided otherwise, neither FME 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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(N)

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 completly 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 FME Poles, will adhere to the following engineering and construction practices:

A. All Attachments shall be made in accordance with ARTICLE III and FME's construction standards posted on its website at www.fme.coop. (T) (T)

B. Clearances

1. Attachments and Cable Clearances: Licensee's Attachments on FME's 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 FME'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.
   i. 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 FME's 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.
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 FME facilities, or the distance specified by FME, 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 FME's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each FME 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.

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Justin McNeil
Executive Director
EFFECTIVE
7/2/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

POLE ATTACHMENT TARIFF – SCHEDULE PA

3. Licensee may not attach guy wires to the anchors of FME or third-party user without the anchor FME's specific prior written consent.
4. No Attachment may be installed on an FME 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 FME 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 FME's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify FME and a ground will be added to pole at FME'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 FME's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay FME 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 FME's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities. (T)

E. Miscellaneous Requirements

1. Attachments. All Attachments will be made on the street side of the pole unless otherwise approved by FME.
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 FME and a ground will be added to pole at FME'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 FME 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 FME-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 FME 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.

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Should FME encounter any Attachments without required permanent identification markers, FME 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, FME reserves the right to charge all Licensee for all costs and expenses incurred by FME 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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POLE ATTACHMENT TARIFF – SCHEDULE PA

APPENDIX C – BILL OF SALE (template)

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 and (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 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.

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President and Chief Executive Officer

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POLE ATTACHMENT TARIFF – SCHEDULE PA

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.

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.

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POLE ATTACHMENT TARIFF – SCHEDULE PA

APPENDIX D – PERFORMANCE BONDS

A performance bond in the amount of $10,000 or $50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

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POLE ATTACHMENT TARIFF – SCHEDULE PA

APPENDIX E – FEES AND CHARGES

Licensee shall pay to FME 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 FME pursuant to this Schedule within 30 (thirty) 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 five-tenths percent (1.5%) per month until paid, or if one and five-tenths 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 FME under this Schedule, on a per-pole basis, is $17.37 per pole. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

FME 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:

Two-Party Pole Attachment	$4.23 per year
Three-Party Pole Attachment	$3.68 per year
Two-Party Anchor	$6.38 per year
Three-Party Anchor	$4.21 per year
Two-Party Ground	$0.26 per year
Three-Party Ground	$0.16 per year

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7/2/2026
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CLASSIFICATION OF SERVICE

ENVIRONMENTAL SURCHARGE - SCHEDULE ES **(T)**

(D)

Applicability:

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

Rate:

CES(m) = ES(m)

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

For all Rate Schedules EXCLUDING retail rates based upon the wholesale power supplier's B and C rate and Special Contract rates:

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 revenue from rate schedules based upon the wholesale power supplier's B and C rate and special contract rates (excluding environmental surcharge)] = _____%

Where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

For all Rate Schedules that are based upon the wholesale power supplier's B and C rate and Special Contract rates:

ES(m) = Direct pass-through of the wholesale environmental surcharge amount as billed by the wholesale power supplier

(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.

Billing:

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

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ISSUED BY: Joni K Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

Availability: (T)

Net Metering is available to eligible member-generators in Fleming-Mason Energy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of Fleming-Mason Energy'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, Fleming-Mason Energy's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a retail electric member of Fleming-Mason Energy 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;
3) Is located on the member's premises;
4) Is owned and operated by the member;
5) Is connected in parallel with Fleming-Mason Energy'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, Fleming-Mason Energy may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

Metering:

Fleming-Mason Energy 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 the Fleming-Mason Energy's Commission-approved base rates.

Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Fleming-Mason Energy to the member-generator and from the member-generator to Fleming-Mason Energy, 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.

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Jori K. Hazelrigg,
President and Chief Executive Officer

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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

Billing and Payment:

For charges collected on the basis of metered registration, Fleming-Mason Energy 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 Fleming-Mason Energy exceed the deliveries of energy in kWh from Fleming-Mason Energy 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-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 Fleming-Mason Energy 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 Fleming-Mason Energy prior to connecting the generator facility to Fleming-Mason Energy's system.

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

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

Members may contact Fleming-Mason Energy 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 Fleming-Mason Energy's website.

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Joni K. Hazelrigg,
President and Chief Executive Officer

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Linda C. Bridwell
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9/1/2021
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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

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).

Fleming-Mason Energy 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 Fleming-Mason Energy distribution lines, the generator shall appear as a phase-to-phase connection at the primary Fleming-Mason Energy distribution line.

5) If the generating facility is to be connected to three-phase, four wire primary Fleming-Mason Energy distribution lines, the generator shall appear to the primary Fleming-Mason Energy distribution line as an effectively grounded source.

6) The interconnection will not be on an area or spot network.

7) Fleming-Mason Energy 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 Fleming-Mason Energy on its own system will be required to accommodate the generating facility.

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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

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

Fleming-Mason Energy 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, Fleming-Mason Energy 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, Fleming-Mason Energy 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 Fleming-Mason Energy. Fleming-Mason Energy's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Fleming-Mason Energy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Fleming-Mason Energy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Fleming-Mason Energy and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Fleming-Mason Energy 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 Fleming-Mason Energy approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Fleming-Mason Energy.

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

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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

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.

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

Fleming-Mason Energy will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time Fleming-Mason Energy will respond in one of the following ways:

1) The Application is approved and Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign.

2) If construction or other changes to Fleming-Mason Energy's distribution system are required, the cost will be the responsibility of the Member. Fleming-Mason Energy 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, Fleming-Mason Energy will provide the Member with an Interconnection Agreement to sign within a reasonable time.

3) The Application is denied. Fleming-Mason Energy will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Fleming-Mason Energy approval. Member may resubmit Application with changes.

If the Application lacks complete information, Fleming-Mason Energy 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 Fleming-Mason Energy'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.

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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Fleming-Mason Energy and all necessary conditions stipulated in the agreement are met.

Application, Inspection and Processing Fees:

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

In the event Fleming-Mason Energy 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. Fleming-Mason Energy 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 Fleming-Mason Energy's distribution system, the Member's generating facility shall comply with the following terms and conditions:

1) Fleming-Mason Energy 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 Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for sale, efficient, and reliable operation of the generating facility in parallel with Fleming-Mason Energy's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.

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EFFECTIVE
9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standard established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy'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; 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 Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy 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 Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy'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 Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy'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 Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.

7) After initial installation, Fleming-Mason Energy 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, Fleming-Mason Energy 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.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2008-00169 Dated: August 17, 2009

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

CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

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 Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy'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 identifed for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy 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 Fleming-Mason Energy's safety and operating protocols.

9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy'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 Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy 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 Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, 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.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Jon K. Hazelrigg,
President and Chief Executive Officer

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CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy 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 generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy 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 Fleming-Mason Energy 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, Fleming-Mason Energy 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 Fleming-Mason Energy 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, Fleming-Mason Energy 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, Fleming-Mason Energy 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.

DATE OF ISSUE: July 1, 2021

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ISSUED BY: Joni K. Hazelrigg
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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE (T)

NET METERING – SCHEDULE NM (T)

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 Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy 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 Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy 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.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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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 UL 1741.

Submit this Application to:

FLEMING-MASON ENERGY
PO BOX 328
FLEMINGSBURG, KY 41041

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

606.845.2661 / www.fme.coop (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: _____

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: _____

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TERMS AND CONDITIONS:

1) Fleming-Mason Energy 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 Fleming-Mason Energy'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 Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, 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) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy'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 Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.

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

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6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.

7) After initial installation, Fleming-Mason Energy 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, Fleming-Mason Energy 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 Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy'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 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 Fleming-Mason Energy's safety and operating protocols.

9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy'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 Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy 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 Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

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10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, 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 Fleming-Mason Energy 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 generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy 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 Fleming-Mason Energy 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, Fleming-Mason Energy 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 Fleming-Mason Energy 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, Fleming-Mason Energy 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, Fleming-Mason Energy 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.

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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) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy 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 Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy 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 Fleming-Mason Energy'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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PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
9/1/2021
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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 to:

FLEMING-MASON ENERGY
PO BOX 328
FLEMINGSBURG, KY 41041

If you have questions regarding this Application, contact the cooperative at:

606.845.2661 / www.fme.coop (T)

Fleming-Mason Energy does not require a filing fee for Level 2 applications.

Member Name: _____ Account Number: _____

Member 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:

_____

_____

_____

Total Generating Capacity of Generating Facility_____

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

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

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Adequate documentation and information must be submitted with this application to be considered complete. 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 UL 1741.

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 Fleming-Mason Energy Cooperative, Inc. (Cooperative), and _____ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties". **(T)**

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:

1) Fleming-Mason Energy 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 the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy'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 Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, 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) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy'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, the Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

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

5) The 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 Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy'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 Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.

7) After initial installation, Fleming-Mason Energy 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, Fleming-Mason Energy 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 Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy'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 Fleming-Mason Energy personnel at all times. Fleming-Mason Energy 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 Fleming-Mason Energy's safety and operating protocols.

9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy'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 Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy 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 Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

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10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, 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 Fleming-Mason Energy 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 Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of the Fleming-Mason Energy or its employees, agents, representatives, or contractors. The liability of Fleming-Mason Energy 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 Fleming-Mason Energy 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, Fleming-Mason Energy 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 the Fleming-Mason Energy 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, Fleming-Mason Energy 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, Fleming-Mason Energy 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.

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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) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy 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 Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy 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.

COOPERATIVE NAME	**MEMBER**
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____

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CLASSIFICATION OF SERVICE (T)

COMMUNITY SOLAR POWER GENERATION – SCHEDULE CS (T)

Applicability: (T)

In all territory served by Fleming-Mason Energy Cooperative, Inc. ("Fleming-Mason Energy").

Availability of Service:

Community Solar power is available to Fleming-Mason 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 Fleming-Mason 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 Fleming-Mason Energy, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Fleming-Mason 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 or solar panels the Customer will initially be able to license.

Metering:

EKPC shall provide metering services, without any cost to Fleming-Mason Energy or the Customer for metering equipment, through a standard kilowatt-house metering system that will be located at 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. (T)

Panel Production Credits:

Participating Customers will be credited monthly by Fleming-Mason 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 of the portion of the community solar farm licensed to the participating Customer.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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CLASSIFICATION OF SERVICE (T)

COMMUNITY SOLAR POWER GENERATION – SCHEDULE CS (T)

A participating Customer shall elect whether any Solar Renewable Energy Credits or any other environmental attributed ("SRECs") associated with energy generated by the solar generation environmental 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 Fleming-Mason Energy. The credit for those SCRECs will accumulate 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 would 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.

At no time shall Fleming-Mason Energy be required to convert the Panel Production Credit to cash. Any excess Panel Productions Credits can be carried forward to offset a later billed amount.

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 Fleming-Mason Energy's service territory the credit may be transferred to the new location. If the customer moves to a new location outside Fleming-Mason Energy's service territory or his or her membership in Fleming-Mason Energy is terminated for any reason, the Customer may transfer the license and credits to another Customer within Fleming-Mason 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 by terminated and Fleming-Mason Energy may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Fleming-Mason Energy at the time of termination of membership or service, Fleming-Mason 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 Fleming-Mason Energy of any changes in the service location for which the credits are to be associated.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Jami K. Hazelrigg
Jami K. Hazelrigg,
President and Chief Executive Officer

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CLASSIFICATION OF SERVICE (T)

COMMUNITY SOLAR POWER GENERATION – SCHEDULE CS (T)

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 herein by reference as if set forth fully herein) and tender to Fleming-Mason Energy the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg

Joni K. Hazelrigg,
President and Chief Executive Officer

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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 Fleming-Mason Energy Cooperative, Inc., with its principal place of business at P.O. Drawer 328, Flemingsburg, Kentucky 41041 ("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.)

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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 will provide this new information to Customer.

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.

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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.

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.

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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 following the latter 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 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.

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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:

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.

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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.

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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 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);

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- 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.

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.

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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.

Fleming-Mason Energy Cooperative, Inc.

CUSTOMER NAME (please print)	FLEMING-MASON ENERGY COOPERATIVE, INC. REPRESENTATIVE NAME AND TITLE (please print)
CUSTOMER SIGNATURE	SIGNATURE

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CLASSIFICATION OF SERVICE

INTERRUPTIBLE SERVICE – SCHEDULE IS

Standard Rider

This Interruptible Rate is a rider to Rate Schedules LGS, LIS 1, LIS 2, LIS 3, LIS 4, LIS 4B, LIS 5, LIS 5B, LIS 6, LIS 6B and LIS7.

Applicable
In all territory served by Fleming-Mason Energy Cooperative, Inc. ("FME").

Availability of Service
This schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the twelve (12)– month period ended May 31. (D) (T)

Monthly Rate

A monthly demand credit per kW is to be based on the following matrix:

	Annual Hours of Interruption		
Notice Minutes	200	300	400
30	$6.20	$6.90	$7.60

(I)

Definitions (D) (T)

The billing demand shall be determined as defined in Rate Schedules LGS, LIS 1, LIS 2, LIS 3, LIS 4, LIS 4B, LIS 5, LIS 5B, LIS 6, LIS 6B and LIS7.

The firm demand shall be the member's minimum level of demand needed to continue operations during an interruption. The firm demand shall not be subject to interruption and shall be specified in the contract.

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the firm demand.

DATE OF ISSUE: May 12, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky
Case No. 2025-00224 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

INTERRUPTIBLE SERVICE

Conditions of Service for Member Contract

1. The member will, upon notification by FME, reduce the load being supplied by FME to the contract capacity level specified by the contract.

2. FME will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period as contracted.

3. Service will be furnished under FME's Rules and Regulations except as set out herein and/or provisions agreed to by written contract.

4. No responsibility of any kind shall attach to FME for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.

5. The Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemeter and communications equipment, within the Member's premises, required for interruptible service.

6. The minimum original contract period shall be one year and thereafter until terminated by giving at least sixty (60) days' previous written notice. FME may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions. (T)

Calculation of Monthly Bill (D)

The monthly bill is calculated on the following basis: (T)

A. The demand and energy charges of the bill shall be calculated consistent with the applicable provisions of Rate Schedules LGS, LIS 1, LIS 2, LIS 3, LIS 4, LIS 4B, LIS 5, LIS 5B, LIS 6, LIS 6B and LIS7.

B. The interruptible demand credit shall be determined by multiplying the interruptible demand for the billing month by the monthly demand credit per kW and applies to the bill calculation.

C. All other applicable bill riders, including the Fuel Adjustment Clause and Environmental Surcharge, shall be applied to the bill calculation consistent with the provisions of those riders.

Number and Duration of Interruptions

A. There shall be no more than two (2) interruptions during a 24-hour calendar day. No interruption shall last more than twelve (12) hours. (D)

B. The maximum number of annual hours of interruption shall be in accordance with the member-contracted level of interruptible service.

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President and Chief Executive Officer

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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

INTERRUPTIBLE SERVICE

Charge for Failure to Interrupt

If a member fails to interrupt load as requested by FME, FME shall bill the uninterrupted demand at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted demand is equal to actual demand during the requested interruption minus firm demand. (T) (T)

DATE OF ISSUE: May 12, 2026

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Case No. 2025-00224 Dated: April 27,2026

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
EFFECTIVE
5/1/2026
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 KAR5:054.

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				
	$8.12	$8.31				
2-year contract – CoGen	2026/27	2027/28				
	$32.46	$33.25				
5-year contract – SPP	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
	$8.12	$8.31	$8.51	$8.72	$8.93	$7.92
5-year contract – CoGen	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
	$32.46	$33.25	$34.05	$34.87	$35.72	$31.67

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.

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

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DATE OF ISSUE: March 27, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Grid Connected Qualifying Facility Sized Over 100 kW (continued)

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. 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.

DATE OF ISSUE: March 27, 2026

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ISSUED BY:
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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				
	$8.12	$8.31				
2-year contract – CoGen	2026/27	2027/28				
	$32.46	$33.25				
5-year contract – SPP	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
	$8.12	$8.31	$8.51	$8.72	$8.93	$7.92
5-year contract – CoGen	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
	$32.46	$33.25	$34.05	$34.87	$35.72	$31.67

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.

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.

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DATE OF ISSUE: March 27, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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.

DATE OF ISSUE: March 27, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: 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 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.

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.

DATE OF ISSUE: March 27, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: _____
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)

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.

KENTUCKY
PUBLIC SERVICE COMMISSION
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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 100 kW

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, administrations, special metering, and billing.

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.

DATE OF ISSUE: March 27, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: 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 100 kW (continued)

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.

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

Member-Supplied Renewable Energy

Application for Interconnection

100 kW 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): _____

KENTUCKY
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EFFECTIVE
2/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

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: _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
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EFFECTIVE
2/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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.

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.

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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.

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.

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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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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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CLASSIFICATION OF SERVICE

ECONOMIC DEVELOPMENT RIDER – SCHEDULE EDR

Applicability
The EDR is available in all the service territory served by Fleming-Mason Energy Cooperative, Inc. ("FME"). (T)

Availability
Available as a rider to qualifying FME non-residential members 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. (T) Service under the EDR is conditional on approval of a special contract between EKPC, FME, and the qualifying non-residential member for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission"). (T)

Economic Development

Service under EDR is available to:

1. New members contracting for a minimum average monthly billing load of 500 kW over a twelve (12) month period. If the new member 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. (T) (T)

2. Existing members 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 member 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: (T) (T)

   A. The existing member's ED Base Load will be determined by averaging the member's previous three years' monthly billing loads. EKPC, FME, and the existing member must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties. (T) (T)

   B. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the member 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. (T)

   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 member's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, FME, and the member concerning the affected portion of the member's ED Base Load. (T) (T)

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

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg,
President and Chief Executive Officer

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

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9/1/2021
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CLASSIFICATION OF SERVICE

ECONOMIC DEVELOPMENT RIDER – SCHEDULE EDR

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

   A. During the first 12 months of the discount period the sixty (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 member may fail to achieve the sixty (60) percent minimum load factor for no more than 1/6th of the remaining months of the discount period. (T)

   C. Failure to maintain the sixty (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 sixty (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 member desiring service under the EDR must submit an application for service that includes: (T)

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

   B. The number of new employees, if any, the member anticipates employing associated with the new load; and (T)

   C. The capital investment the member anticipates making associated with the EDR load. (T)

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

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 member. 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 member 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: (T) (T)

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.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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CLASSIFICATION OF SERVICE

ECONOMIC DEVELOPMENT RIDER – SCHEDULE EDR

Terms and Conditions

1. EKPC and FME 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 member 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. (T) (T) (T)

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 three (3) years and not exceed five (5) years. A greater term of contract or termination notice may be required because of conditions associated with a member'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 under the original term of the contract. (T) (T)

3. The member may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which EKPC and FME initiates service to the member. (T) (T)

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

5. EKPC and FME 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 member subject to approval by the Commission. (T) (T)

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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9/1/2021
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CLASSIFICATION OF SERVICE

RESERVED FOR FUTURE USE

DATE OF ISSUE: May 12, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2025-00224 Dated: April 27,2026

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

CLASSIFICATION OF SERVICE

RESERVED FOR FUTURE USE

DATE OF ISSUE: May 12, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2025-00224 Dated: April 27,2026

KENTUCKY
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5/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CLASSIFICATION OF SERVICE

DATA CENTER POWER – SCHEDULE DCP (N)

Applicability:

In all territory served by Fleming-Mason Energy Cooperative, Inc. ("FME")

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.

Contract:

Before any retail customer may take service under this tariff, the customer must engage in contract negotiations with FME 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.

Deviations:

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

DATE OF ISSUE: April 30, 2026

DATE EFFECTIVE: June 1, 2026

ISSUED BY: President and Chief Executive Officer

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6/1/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RENEWABLE ENERGY PROGRAM – SCHEDULE GP

Standard Rider

This "Renewable Energy Program" is a rider to all current rate schedules. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates. There are three (3) options. Fleming-Mason Energy, via its participation in East Kentucky Power Cooperative's (EKPC) Renewable Energy Program ("Envirowatts"), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase Renewable Energy Certificates. Alternatively, the retail member, Fleming-Mason Energy, 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 Renewable Energy Certificate ("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 retail 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 a "Renewable Energy Program" contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas). Funds contributed by retail members are not refundable.

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

DATE OF ISSUE: May 12, 2026

DATE EFFECTIVE: May 1, 2026

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2025-00224 Dated: April 27,2026

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

Eligibility

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

Under Option B, a retail member must execute an agreement with Fleming-Mason Energy and EKPC to purchase, supply, or secure a minimum renewable capacity of 1MW. The maximum annual renewable energy under the agreement cannot exceed the participating retail 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 Fleming-Mason Energy and EKPC, will determine the type of renewable resource and number of RECs Fleming-Mason Energy 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 D) (T D)

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 Fleming-Mason Energy 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 pursuant to the agreement. The total credit will be limited to the lesser of this credit amount or the PJM Localized Marginal Cost.

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Fleming-Mason Energy or EKPC. They will have the option to instruct Fleming-Mason Energy and EKPC to purchase: (1) 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 Fleming-Mason Energy 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.

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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 the 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, Fleming-Mason Energy will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of $100. For any agreement instructing Fleming-Mason Energy and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual despot rate set by the Commission will be added to the participant's electric bill.

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.

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RENEWABLE ENERGY
PURCHASE AGREEMENT

This Renewable Energy 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"); Fleming-Mason Energy Cooperative, Inc., with its principal place of business at 1449 Elizaville Road, Flemingsburg, Kentucky, 41041 ("Cooperative"); and the following identified person ("Customer"), who is a Member of Cooperative:

Customer: _____

Mailing Address: _____

Service Address(es): _____

Telephone Number: _____ Email: _____

Account Number(s): _____

WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, energy 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);

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 in Appendix A, which is adopted and incorporated by reference as if set forth herein in full.

2. **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.

3. **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.

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4. **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).

5. **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.

6. **Renewable Resources.** The Customer may choose the type(s) of renewable resource from which the renewable energy sold hereunder shall be generated. The choices available include: solar, wind, hydro, landfill methane gas or biomass. The Customer may not request or designate that the renewable energy 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 purchases contemplated herein are acquired.

7. **Pricing.** [TO BE NEGOTIATED ON A CASE BY CASE BASIS BASED UPON APPLICABLE RATE SCHEDULES.]

8. **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 delivered renewable energy monthly; 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.

9. **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 delivered renewable energy monthly; 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.

10. **Billing.** EKPC shall invoice the Cooperative for all renewable energy delivered to the Cooperative as part of the invoice it sends to the Cooperative for all non-renewable energy purchases by the Cooperative. The Cooperative shall then invoice the Customer for all renewable energy delivered to the Customer 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.

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11. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy sold hereunder 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 is actually sold by EKPC or Cooperative to another buyer from the price set forth herein. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

12. **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.

13. **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 purchased pursuant to this Agreement.

14. **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.

15. **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 Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of the Cooperative's 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.

16. **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 <eleven (11)> above) if such failure is not remedied within three (3) Business Days after written notice;
    (d) such Party becomes bankrupt; or

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(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.

17. **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 include a written statement explaining 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.

18. **Disputes and Adjustments of Bills.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the 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.

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19. **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.

20. **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 necessary action and do not violate 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 referred to herein; and

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

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21. **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) 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. 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).

22. **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.**

23. **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.

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

26. **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.

27. **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.

28. **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.**

29. **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 and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

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30. **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

FLEMING-MASON ENERGY

_____
FLEMING-MASON ENERGY
NAME AND TITLE (please print)

_____
SIGNATURE

EAST KENTUCKY POWER COOPERATIVE, INC.

_____
EAST KENTUCKY POWER
COOPERATIVE, INC.
NAME AND TITLE (please print)

_____
SIGNATURE

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APPENDIX A

ORDER SUMMARY

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

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

_____ Solar _____ Wind _____ Hydro

_____ Landfill Methane Gas _____ Biomass

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COMMERCIAL & INDUSTRIAL
RENEWABLE ENERGY
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"); Fleming-Mason Energy Cooperative, Inc., with its principal place of business at 1449 Elizaville Road, Flemingsburg, Kentucky, 41041 ("Cooperative"); and the following identified commercial or industrial end-use retail customer ("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 in Appendix A, which is adopted and incorporated by reference as if set forth herein in full.

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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 choose the type(s) of renewable resource from which the renewable energy or RECs sold hereunder shall be 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.

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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 (i.e. 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 short term borrowing rate 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-renewable energy and REC purchases by the Cooperative. The Cooperative shall then invoice the Customer for all renewable energy delivered to the Customer 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 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, sold hereunder 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 attainable.

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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 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 Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of the Cooperative's 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.

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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 include a written statement explaining 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:

1. 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;

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2. half the current sum of the Early Customer Termination Payment if the Customer's highest Credit Rating is between "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

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

4. 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:

1. 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;

2. 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

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

4. 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 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.

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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 Party with in one (1) business day after such refusal;

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.

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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 Interest.** As security for the prompt 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.

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h. **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to _____, 20____ (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.

i. **Early Termination Payment Calculation.**

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

1. **Wholesale Renewable Energy Program.** In the event that the Customer ceases operations at the Facility or 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

2. **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:

1. **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

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2. **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 may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the 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;

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c. the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate 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) 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. 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).

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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.

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.

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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 and agrees not to plead or claim in 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.

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

CUSTOMER

_____
CUSTOMER NAME (please print)

_____
CUSTOMER SIGNATURE

FLEMING-MASON ENERGY

_____
FLEMING-MASON ENERGY
NAME AND TITLE (please print)

_____
SIGNATURE

EAST KENTUCKY POWER COOPERATIVE, INC.

_____
EAST KENTUCKY POWER
COOPERATIVE, INC.
NAME AND TITLE (please print)

_____
SIGNATURE

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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 month 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 Pricing requiring additional approval $_____ (Average for a given 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 _____, 20____, by and between: East Kentucky Power Cooperative, Inc., a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"), Fleming-Mason Energy Cooperative Inc., a Kentucky corporation with its principal offices at 1449 Elizaville Road, Flemingsburg, KY 41041 ("Cooperative"); and _____, a _____ corporation with its principal offices at _____ ("Guarantor").

Recitals

WHEREAS _____ ("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").

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2. **Obligations Unconditional.** This is an unconditional and absolute guaranty of payment and performance. If for any reason Customer fails to observe or perform any obligation, undertaking or condition (whether affirmative or negative) in the Industrial Power Agreement to be performed or observed by Customer, or if any event of default occurs thereunder and any 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 requirements 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.

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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 this Guaranty Agreement or with respect to the Guaranteed Obligations, including, but not limited to, notice of EKPC's and Cooperative's acceptance of this Guaranty Agreement or its intention to act, or its action, in 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.

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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 of, and be enforceable by, EKPC and Cooperative and their respective successors, transferees and assigns, including each and every holder of any indebtedness, obligation or liability of Customer constituting all or a portion of the 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.

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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 Fleming 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 irrevocably waives any objection that Guarantor may now or hereafter have to the laying of venue of any suit, action or proceeding brought in any one of the above-described courts or that any such suit, action or proceeding has 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: _____

FLEMING-MASON ENERGY COOPERATIVE, INC.

By: _____

Title: _____

GUARANTOR

By: _____

Title: _____

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KENTUCKY ENERGY RETROFIT RIDER – SCHEDULE KERR

Availability

The Kentucky Energy Retrofit Rider (Rider) is a voluntary tariff available to customers for the purpose of improving resource efficient and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under the following rare schedules: RSP; RSP-ETS; RSP-TOD; RSP-IB; and SGS. (T) (T)

Definitions

Agent – Party acting on behalf of the company as defined under Kentucky law.

Company – Utility Company implementing the tariff.

Contractor – The individual or company installing a retrofit.

Customer – The purchaser of utility services at a property that includes a retrofit or who is applying for a retrofit. May be an owner or a tenant.

Owner/Landlord – The owner of the property where the Retrofit is being installed. May also be the customer of the utility, or just the landlord.

Retrofit – The energy efficiency improvement being funded as part of utility service, including efficiency improvements to new construction.

Retrofit Project Charge – The monthly payment from the customer to the company covering the retrofit service/amortization.

Terms and Conditions – Any and all regulations, guidelines, and agreements under which the company provides service to the customer.

Retrofit Investment and Repayment Terms

1. No up-front investment is required by customers. The initial cost of approved efficiency measure will be paid by the Company or its Agent.

2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.

3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.

4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2012-00484 Dated: August 26, 2013

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5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.

6. Company of its Agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.

7. Although the Company and its Agent(s) expect that all Customers will received lower monthly utility bills, there is no guarantee of savings.

8. If a Retrofit measure is reported to be faulty, the Company or its Agent will assess (verify the failure), suspend Retrofit Project Charges to the degree the savings are compromised, initiate and verify repairs, assign cost to responsible party, and reinstitute Retrofit Project Charges.

9. When an account is closed, the outstanding balance of the Retrofit obligation remains with the meter/facility until the account is reopened, combined with another account/service or its meter/facility is transferred to a new Customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

Conservation Plan

The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit Customer. The Conservation Plan includes:

- Plan Scope – The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis, the Conservation Plan will include the amount Customer would pay or invest to 'buy down' the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the cumulative projected on-bill repayments including: amount of cumulative program fees repaid; amount of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.

- Estimated Resource Savings – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimates and will use generally accepted modeling software and techniques

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- Retrofit Project Charge – The charge to be included on Customer's utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charge for the benefit of Customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the cost of the capital used by the capital provider to finance the project.

- Audit Fee – A Customer or Landlord may be charged a $200 Audit Fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than $1,000 in improvements that can be paid for by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the Customer.

- Number of Payments – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimates and will use generally accepted modeling software and techniques

- In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the Customer's bill until all measures have been completed.

A Customer's and Landlord's signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

"Buy Down" Alternative

A Customer or Landlord may elect to "buy down" the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the Customer or Landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than ninety (90) percent of the estimated savings.

New Structures

A Customer or Owner may utilize this Rider to install high efficiency equipment or measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the Contractor, Customer or Owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

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New Structures

A Customer or Owner may utilize this Rider to install high efficiency equipment or measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or "standard" efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the Contractor, Customer or Owner. Under any circumstances, the Retrofit Project Charge to appear on the participant's bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

Responsibilities

Responsibilities, understandings and authorizations of the Customer, Company, Landlord (if applicable), and Contractor shall be evidenced by the Rider and written agreements, notifications and disclosures/consents, the forms of which are incorporated into the Rider by reference.

The Company/its Agent(s) will:

1. Market and administer the program;
2. Prequalify eligible locations;
3. Perform energy audits to produce Conservation Plans;
4. Certify and maintain and list of Contractors, and arrange for a certified Contractor to install retrofit measures.
5. Act as Customer's representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures.
6. File UCC disclosure with County Clerk for each location;
7. Disclose pre-existing retrofit investment benefits and costs to new Customers.

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damage to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a Customer's payment obligation.

Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

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The written agreements include:

- Kentucky Retrofit Purchase Agreement – Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warrantee repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment burden on the meter, and fulfillment of Customer responsibilities any time metered location is in the Owner's name. Residential locations will have repayment terms of up to 15 years, while commercial property locations will have a maximum repayment term of 10 years and require loan security on investments greater than $20,000. (T)

- Master Contractor Agreement – Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects of his/her work, energy savings if provided, and all permits, insurance coverage, warrantees, bonding and representation. The contractor will not charge more than the final approved estimate for the work performed. The Agreement states that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

Transition in Roles

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when the roles of the Customer, Owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases an apartment complex, that individual assumes the obligations of Owner if disclosure is made and consent is obtained.

Failure to Make Payment

The Customer or Landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficient investment as presented on the monthly bill. In the event no payment is made and the total monthly bill become past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

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Other

1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documents by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program.

2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, however if tax credits can only be applied for by Customer, then Customer shall retain eligibility.

3. The Company or its Agent will determine the eligibility of a Customer based upon the Customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualifies for this Rider if:

   a. The structure has an expected life shorter than the payback period, or

   b. The structure does not meet applicable public safety or healthy codes.

4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.

5. The initial term of the Retrofit Purchase Agreement may be extended by the Company or its Agent to recover its costs for out-of-warranty repairs or missed payments.

6. If a location is dormant for more than one year, or the underlying facility has been destroyed, any outstanding retrofit balance net of insurance reimbursement may be charged as a loss in accordance with the Company's approved Terms and Conditions.

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Energy Efficiency Measure Purchase Agreement

Customer Name: _____ Agreement Date: _____, 20_____

Customer Mailing Address: _____

Service Address: _____

Customer Phone - day: _____ evening: _____ mobile: _____

Account #: _____ Meter/Location ID: _____ Occupancy: _____Owner _____Renter

Property Owner's Name: _____ Co-Owner Name: _____

Owner's Phone: _____ Co-Owner Phone: _____

Owner Mailing Address: _____

Co-Owner Address: _____

1. ENERGY EFFICIENCY MEASURE(S) PURCHASED, NOT-TO-EXCEED COST & ESTIMATED SAVINGS

Energy Efficiency Measure(s)*	Projected Cost	Not to Exceed Monthly Payment**	Est # Payments	Current value of projected savings (yr)
Energy Efficiency Measure Product(s) Total				

* Detailed description of products(s) and specifications for installation included in the attached Conservation Plan.
** Total Monthly payment amount(s) include a portion of Energy Efficiency Measure program costs.

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2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials _____ Owner's Initials _____

3. PURPOSE OF THIS AGREEMENT

This Agreement permits the Energy Efficiency Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Energy Efficiency Measures.

4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1 Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Energy Efficiency Measures.

4.2 Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Energy Efficiency Measures, all remaining payments will be due with the final bill.

4.3 Maintain the installed Energy Efficiency Measure measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warrantee repairs.

4.4 Customer shall notify the Company if any of the above Energy Efficiency Measures stop working. The Company/its Agent will verify Energy Efficiency Measure failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Project Charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warrantees will cover costs of repairs due to defects in workmanship or equipment per contract and warrantees. Customers will cover costs for customer damage, out of warrantee repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Energy Efficiency Measure payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Energy Efficiency Measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Energy Efficiency Measure payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

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4.5 Capital Provider will own the installed Energy Efficiency Measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases,(where the portable equipment replaced belonged to the meter holder) Customers may relocate portable Energy Efficiency Measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Energy Efficiency Measures to their new account .

4.7 Customer will make a good faith effort to participate in How$mart program follow-up surveys for the purpose of evaluating the effectiveness of the Energy Efficiency Measures and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Energy Efficiency Measure obligations shall not result in any prepayment discounts nor refunds.

5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:

5.1 Assign the How$mart Tariff to this location which shall remain in full force until the final Project Charge has been paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Energy Efficiency Measures listed above and related work including arranging for repair or replacement if any of the Energy Efficiency Measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Energy Efficiency Measures and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

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6. OWNER RESPONSIBILITIES AND UNDERSTANDING

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Energy Efficiency Measure repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining How$mart payments upon closing their utility account or upon sale of the property or disclose the monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Energy Efficiency Measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Energy Efficiency Measure measure(s) .

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Energy Efficiency Measure obligation if building/measures are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with comparable products approved by Company/its Agent or to pay off any balance owed to the Company for Energy Efficiency Measure products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Energy Efficiency Measure obligations shall not result in any prepayment discounts nor refunds.

6.7 Owner warrantees that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. If this is not the case, signee agrees to assume all responsibility for costs associated with the installation of Energy Efficiency Measures including but not limited to their installation, removal, premises repairs, and program costs.

7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:

7.1 Arrange for installation of the Energy Efficiency Measures listed above and detailed in the Conservation Plan.

7.2. Assign the How$mart Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Energy Efficiency Measure measure is removed by Owner.

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7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Energy Efficiency Measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Energy Efficiency Measures. Owner understands that when an independent contractor installs Energy Efficiency Measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Energy Efficiency Measure products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Energy Efficiency Measure measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Energy Efficiency Measure costs noted above.

7.7 Record a UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Energy Efficiency Measure obligations to successor customers at this location.

8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

8.1 This Agreement shall remain in full force and effect until the final Energy Efficiency Measure payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

8.2 No related payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

8.3 If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Energy Efficiency Measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurred for these Energy Efficiency Measure measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

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8.6 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page.

8.7 Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Energy Efficiency Measure measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Energy Efficiency Measure program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

8.9 Company's Energy Efficiency Measure program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Efficiency Measure Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

Customer	Date Signed
Owner	Date Signed
Co-Owner	Date Signed
Company	Date Signed

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How$martKY Participating Contractor Master Agreement

Contractor Name: _____ Agreement Date: _____, 20_____

Contractor Mailing Address: _____

Contractor Phones - mobile: _____day:_____ evening:_____

1. PURPOSE OF THIS AGREEMENT

The Contractor is engaged in the business of selling and/or installing resource saving equipment, products and services. By agreeing to the provisions of the How$mart Program, the Contractor becomes a participating Contractor in the Program to install Energy Efficiency measures to improve the resource efficiency for Customers served by Company. This agreement describes roles, responsibilities, and understandings of the Contractor and the Company/its Agent(s).

2. CONTRACTOR RESPONSIBILITIES AND UNDERSTANDINGS

2.1 Contractor shall submit a binding bid for Energy Efficiency measures to the Company. Energy Efficiency measures may include equipment, products and/or services that result in resource savings and lower bills. Company will be solely responsible for determining whether proposed measures meet the general or economic criteria for inclusion in the How$mart program.

2.2 Approved Energy Efficiency measures, specifications and costs for each project shall be as set forth in a Conservation Plan developed by Company/its Agent and subject to this Agreement. An executed Conservation Plan will be considered an instruction to Contractor to commence work.

2.3 Contractor understands that only non-portable efficiency measures installed on premises permanently anchored to a foundation are eligible unless explicitly included in conservation plan. Savings must be greater than the monthly Project Charge calculated by Company/its Agent.

2.4 Contractor shall be solely responsible for determining the materials and products to be installed, and the means and methods of installation. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to satisfy the binding bid and meet the terms of this Agreement.

2.5 Contractor shall complete approved Energy Efficiency work in a timely manner. Upon completion, Contractor shall instruct Customer and Tenant(s), if applicable, on the proper use, operation and maintenance of Retrofit measures.

2.6 Contractor will provide for timely removal of debris resulting from installation or repairs of Retrofit projects unless otherwise stipulated in writing with the Customer.

2.7 Contractor is responsible for the conduct of its employees or agents. Contractor will be responsible for any costs associated with damage to property of Customer or Tenant(s) caused by its employees or agents.

2.8 Contractor will secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work.

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2.9 Contractor will give all notices and comply with all laws, ordinances, rules and orders of any public authority bearing on the performance of the work.

2.10 Contractor is obligated to make certain that its work conforms to all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/VOSHA/OSHA/NESC and NEC rules and regulations.

2.11 Upon post-installation inspection by Company/its Agent, Contractor agrees to replace any equipment or repair any condition resulting in Energy Efficiency measure performance failing to meet the specifications set forth in the Conservation Plan of any project. Contractor agrees to pay Company for the cost of follow-up inspections which result in rework. Any inspection by Company or initiation of Project Charge on responsible party's utility bill in no way limits either Contractor's or product manufacturer's liability as set forth herein or under Kentucky law.

2.12 Contractor shall purchase and maintain a minimum of $1 million of such comprehensive general liability and other insurance which will provide protection from claims arising from the result of Contractor's performance on any Retrofit project. Contractor shall also maintain insurance coverage consistent with requirements of any regulatory or licensing body associated with the services provided. Any property damage or bodily injury claims related to the performance of this Agreement in excess of insurance limits or not covered by comprehensive liability, worker's compensation, or automobile liability insurance are the responsibility of the Contractor.

2.13 Contractor understands that an independent relationship has been created between Customer and Contractor. Contractor is not an employee or agent of the Company. Company will not be liable for personal injury or property damage caused by Customer, Tenant(s) (if different from Customer), Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by Contractor.

2.14 Contractor understands that Company's roles under this Agreement are limited to: (1) Providing efficiency guidance to Customer and Contractor, (2) Approving measures that qualify for the program (3) Inspecting to ensure quality and investigating when Customer's raise concern about performance of measures. (4)Facilitating payment to Contractor for approved Energy Efficiency measures, (5) Collecting Project Charge revenue from the party responsible for utility bills, and (6) Facilitating dispute resolution.

2.15 In the event of any dispute arising over the Retrofit program between Customers, Tenant(s) and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

2.16 Contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of and compliance with the requirements of the Kentucky One-Call "Dig Safe" program. Contractor is responsible for working around existing utilities and agrees to defend, indemnify and hold harmless Company and Customer for any and all claims for damages to such utilities.

2.17 Contractor understands that failure to abide by the terms of this Agreement may result in disallowance of Contractor's subsequent participation in the How$mart program in addition to any other remedies afforded to offended parties. Any such disallowance shall be at Company's sole discretion.

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3. PAYMENT FOR RETROFIT PROJECTS

3.1 Contractor should notify Company when work on a Retrofit Project is complete. When work is considered complete and satisfactory, Company will pay to Contractor and Customer jointly the outstanding balance of the amount agreed upon in the Conservation Plan. For projects with equipment purchases costing more than one-thousand (1,000) dollars, Company will pay Contractor in advance up to fifty (50) percent of the total project cost agreed upon in the Conservation Plan provided Contractor is bonded at or above the amount of the advance.

3.2 In lieu of supplying a bond, Contractor has the option of performing work and receiving full payment upon satisfactory completion, with check payable to Contractor.

3.3 Work shall be considered complete and satisfactory when Customer and Company have signed off that the work is complete and acceptable. Acceptance is signified by endorsement of the check written by Company jointly to Customer and Contractor for the approved Energy Efficiency measures. Company/its agent may waive Customer/owner acceptance of work as a requirement for payment if it deems work is complete and acceptable.

3.4 In the event the Company/its Agent documents that work has not been completed as specified in the Conservation Plan/work order, the Company/has the Contractor's permission to withhold from final payment a penalty amount of $500 for each failed inspection conducted by the Company/its Agent.

4. WARRANTEES

4.1 Contractor will warrant to Customer that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.

4.2 Contractor will guarantee its workmanship, including all parts and labor, for a period of one year from date of final payment and acceptance of the work.

4.3 Contractor warrants that the resource efficient products designed and installed by the Contractor will meet Customer's requirements.

4.4 Contractor will extend to Customer all manufacturer's warranties for material and equipment installed. Contractor agrees to provide copies of all warrantee information to Customer should such information exist. Said warrantees will not in any way limit Contractor's obligations as set forth above.

5. INDEMNIFICATION

5.1 Contractor shall assume all liability and shall defend, indemnify and hold harmless Customer, Tenant, Owner and Company, individually, against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation and the defense of any such claims or actions.

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5.2 In addition to the indemnification set forth above, Contractor agrees to indemnify, defend and hold harmless the Customer, Tenant, Owner, and Company and any and all of Company's officers, employees, contractors and agents from and against any costs or damages resulting from enforcement or nuisance actions brought by any governmental entity or third party arising from the handling, removal and/or disposal of Hazardous Materials from the project, such costs to include but not be limited to costs of remediation, fines, penalties, and legal costs incurred in the defense of such actions either in a court of law or an administrative proceeding including reasonable fees and disbursements of attorneys and consultants, property damage, personal injury and third party claims.

6. TERMINATION

6.1 This Agreement may be terminated either by Company or Contractor with seven (7) days written notice from one party to the other.

6.2 In the event of termination, Contractor will be paid for any work completed to the satisfaction of Customer, less the cost of Company's estimate of the additional cost that might be incurred in completing work in progress and started under this Agreement. Company may delay such payment until such time as another contractor has signed an agreement to complete the remaining work.

7. CHANGES IN WORK

7.1 Contractor shall not make changes to the work which either increase or decrease the Agreement price, without the written approval of Company and Customer. Said changes include but are not limited to substitutions or alterations of specified materials or equipment, relocations and replacements. Additional costs for change orders may render proposed measures uneconomic and not acceptable as Energy Efficiency measures.

7.2 The cost or credit resulting from such change shall be determined by lump sum, mutually agreed to by Company, Customer, Owner and Contractor and supported by substantiating data. If the parties are unable to agree, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

8. MISCELLANEOUS PROVISIONS

8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

8.2 This Agreement may not be assigned nor any of the rights and duties hereunder without the prior written consent of Contractor and Company.

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8.3 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by United States Postal Service, First Class Mail, to the addresses shown in this Agreement.

8.4 If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This agreement is governed by Kentucky law.

COMPANY	Date	CONTRACTOR	Date

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How$martKY Efficiency Plan

Draft ver. 12-28-2010

Customer Name	JF
Owner Name	JF
Account #	00001
Utility Name	MACED
Assessor's Name	JF
Date of Assessment	12/20/2010
Current Rate	0.068 per kWh

How your Home uses Electricity

Your home uses energy for heating, cooling, and base load (which is everything that is not heating or cooling).

	Estimated Usage	Amount Wasted
Heating	11,805 kwh	- kwh
Cooling	15,911 kwh	7,365 kwh
Base Load	1,793 kwh	- kwh
	29,509 kwh	7,365 kwh

25% **of the energy you buy is going to waste**

Smart Energy Efficiency Improvements

- ✓ Improve Attic Insulation
- ✓ Improve Floor Insulation
- ✓ Reduce Duct leakage
- ✓ reduce air leakage
- ✓ 0
- ✓ 0
- ✓ 0

Estimated Value of Measures:	$4,850
Not to exceed amount	$5,755

Energy Efficiency *is different than Energy Conservation.*
Energy Efficient measures deliver the same and often better performance than current equipment while also using less energy. Energy Conservation meaures are actions that you can take to reduce your energy consumption such as turning off lights or taking shorter showers.

Your current electrical usage is equivilent to:

56 **60W light bulbs**
14 **Number we can turn off**

$500 **Approx. cost next year of wasted energy**
$370 **Approx. cost next year of How$mart**

The How$mart project charge will appear on your bill monthly. It has been calculated to be less than the value of the savings and to pay back the cost of the improvements over 15 years, at which point it will no longer appear on your bill.

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Next Steps

1. Sign Purchase Agreement
2. Select contractor and schedule the job
3. Energy Specialist returns to inspect completed work
4. Savings begin and How$mart project charge appears on utility bill.

If, after operation, any of the upgrades fail, the Utility will reevaluate the work

Acceptance:

I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermastat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under the How$martKY program.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation.

Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The How$mart Investment is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the

		Estimate	Not to Exceed
	Project Charge	*$31.00*	*$37.56*
	Estimated Materials and Labor	$4,850.00	$5,755.11
Payback Period (years) 15	Project Management Fee (5%)	$242.50	$287.76
Cost of Capital 3.00%	Estimated Total Cost of Work	$5,092.50	$6,042.86
	Total Interest over life of payback	$487.23	$718.21
	Total Payments over life of payback	$5,579.73	$6,761.07

Signed:

signature _____ date _____

printed name _____

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[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

1d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1; correct Debtor name is crucial. Follow instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name**: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

1c. An address is always required for the Debtor named in 1a or 1b.

1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.

1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

2. If an additional Debtor is included, complete item 2, determined and formatted per instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee, determined and formatted per instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).

5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.

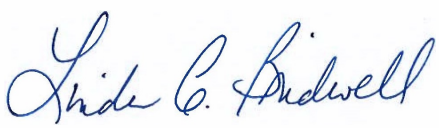
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).

7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, the Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.

8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

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Transfer Customer Retrofit Disclosure Form

Energy Retrofit measures were installed at this location to save on utility costs. Monthly Retrofit charges will appear on your electric/gas bill. The savings are estimated to be significantly greater than the charges.

Read below to understand what this means.

This form should be signed prior to signing a lease or purchase agreement for this property.

Property Address: _____ Unit #: _____

Location ID: _____

Whoever pays the utility bills at this location will be required to make monthly payments to Fleming-Mason Energy for cost-saving energy Retrofit measures installed here. Payments will continue until the required number of payments for these measures has been paid. These measures were installed to lower the utility bills for this location. If you decide to occupy the premises you will get these lower utility bills. Therefore, you will help pay for these products as long as you receive the savings and there are remaining payments to be paid. The savings are estimated to be greater than the charges. (T)

If you want more information **before buying this property or signing a lease**, you can call Fleming-Mason Energy (1-800-464-3144) to learn about the: (T)

- Specific Retrofit measures installed,
- Monthly payment amount,
- Number of payments remaining, and
- Your estimated savings.

When you request utility service, Fleming-Mason Energy will send you a form outlining your Retrofit related Customer Responsibilities, including: (T)

- Making monthly payments,
- If you rent, promptly reporting to your landlord if a Retrofit measure stops working, and,
- If you own the property, maintaining the measures in good working condition as long as payments are due.

My signature below indicates that I have read or have had this form read to me. I understand my obligation to make monthly payments for the Retrofit measures installed at this location should I choose to rent or buy the premises. I am signing this form before signing any purchase or lease agreement.

(Purchaser/Renter) Signature_____Date _____

(Purchaser/Renter) Name (print) _____

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PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
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9/1/2021
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DSM

DIRECT LOAD CONTROL – COMMERCIAL – SCHEDULE DLC-C (T)

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling East Kentucky Power Cooperative ("EKPC") 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 Fleming-Mason Energy and will include the control of air conditioners and water heaters.

Availability may be denied where, in the judgment of Fleming-Mason Energy, installation of the load control equipment is impractical.

Eligibility

To qualify for this Program, the participant must be located in the service territory of Fleming-Mason Energy 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. Fleming-Mason Energy may require that a rental property agreement be executed between Fleming-Mason Energy *and* the owner of the rented commercial property.

Program Incentives

Fleming-Mason Energy 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. Fleming-Mason Energy 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.

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Jon K. Hazelrigg
Jon K. Hazelrigg,
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2019-00060 Dated: November 26, 2019

KENTUCKY
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Linda C. Bridwell
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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DIRECT LOAD CONTROL – COMMERCIAL (continued)

Water Heaters. Fleming-Mason Energy will provide the 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.

Time Period for Direct Load Control Program

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning or heat pump unit 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- or member-supplied Wi-Fi enabled thermostat programs may also be available. Communication to the load control device will be accomplished via AMR, AMI or 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: Jani K Hazelrigg
Jani K. Hazelrigg,
President and Chief Executive Officer

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

DIRECT LOAD CONTROL – COMMERCIAL (continued)

Terms and Conditions

1. Prior to the installation of load control devices, Fleming-Mason Energy may inspect the participant's electrical equipment to ensure good repair and working condition, but Fleming-Mason Energy shall not be responsible for the repair or maintenance of the electrical equipment.

2. EKPC, on behalf of Fleming-Mason Energy, 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 Fleming-Mason Energy, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Fleming-Mason Energy to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Fleming-Mason Energy's option, result in discontinuance of credits under this tariff until such time as Fleming-Mason Energy 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, Fleming-Mason Energy 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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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM

DIRECT LOAD CONTROL PROGRAM – RESIDENTIAL – SCHEDULE DLC-R (T)

Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling East Kentucky Power Cooperative ("EKPC") 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 territory of Fleming-Mason Energy 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 Fleming-Mason Energy, 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 Fleming-Mason Energy 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. Fleming-Mason Energy may require that a rental property agreement be executed between Fleming-Mason Energy and the owner of the rented residence.

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Joni K. Hazelrigg,
President and Chief Executive Officer

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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DIRECT LOAD CONTROL – RESIDENTIAL (continued)

Program Incentives

Fleming-Mason Energy will provide an incentive to the participants in this program for the following appliances:

Water Heaters: Fleming-Mason Energy 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. Fleming-Mason Energy 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, Fleming-Mason Energy 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, Fleming-Mason Energy will provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Fleming-Mason Energy will 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 Fleming-Mason Energy-provided thermostat within 60 days or return it to Fleming-Mason Energy or be invoiced by Fleming-Mason Energy 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 internet for communication. Fleming-Mason Energy will reimburse the participating member $20.00 per qualifying Wi-Fi enabled thermostat annually.

Alternative Three: Fleming-Mason Energy will provide the participating residential member $20.00 bill credit per qualifying Wi-Fi enabled thermostat provided by the retail member that controls an air conditioner or heat pump, or provide the incentive via other payment means including, but not limited to, a check. Fleming-Mason Energy 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 internet for communication.

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

Fleming-Mason Energy 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.

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Jodi K. Hazelrigg,
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DIRECT LOAD CONTROL – RESIDENTIAL (continued)

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 or Wi-Fi or similar communications technologies.

EKPC will control the air conditioning units and heat pumps 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.

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DIRECT LOAD CONTROL – RESIDENTIAL (continued)

Terms and Conditions

1. Prior to the installation of load control devices, Fleming-Mason Energy may inspect the participant's electrical equipment to ensure good repair and working condition, but Fleming-Mason Energy shall not be responsible for the repair or maintenance of the electrical equipment.

2. EKPC, on behalf of Fleming-Mason Energy, 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 Fleming-Mason Energy, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Fleming-Mason Energy to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Fleming-Mason Energy's option, result in discontinuance of credits under this tariff until such time as Fleming-Mason Energy 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, Fleming-Mason Energy 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.

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Joni K. Hazelrigg,
President and Chief Executive Officer

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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM - 1

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 Fleming-Mason Energy.

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

Fleming-Mason Energy will pay a $500 incentive to the retail customer that meets the eligibility requirements.

Term

The program is an ongoing program.

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ISSUED BY: Jami K. Hazelrigg,
President and Chief Executive Officer

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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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 the home, or by sealing the HVAC duct system. (T) (T) (T)

Availability

This program is available to residential members served by Fleming-Mason Energy.

Eligibility

This program is targeted at 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. (N)

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. 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. (N)

The following is a list of eligible Button-Up Program Improvements:

- Insulating basement walls Primary source of heat must be electricity.
- 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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DSM
BUTTON-UP WEATHERIZATION PROGRAM (continued) (T)

The HVAC duct sealing porting of the Button-Up is a standalone measure that can be utilized to air seal HVAC duct systems located in unheated 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 100ft^2.
- Contractor or Cooperative 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 Fleming-Mason Energy. (T) (T)
- Duct leakage per system must be reduced to less than 8cfm per 100ft2. (Example – duct system serves 1200ft. 1200ft^2/100ft^2 x8cfm = 12 x 8cfm = Duct Seal Target of 96cfm.) (T)
- 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.

Incentives

The Button-Up Weatherization Program pays an incentive to the residential end-use member of $100 per thousand Btuh reduced to the retail member up to the maximum rebate incentive of $1,875. (T) (T)

The HVAC duct sealing portion of the Button-Up program will pay a $500 incentive to residential members (or their contractor) that meets the eligibility requirements for duct sealing listed above. (I)

Term

The program is an ongoing program.

DATE OF ISSUE: August 1, 2025

DATE EFFECTIVE: September 1, 2025

ISSUED BY: _____
President and Chief Executive Officer

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Case No. 2024-00370 Dated: May 29, 2025

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9/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM
HEAT PUMP RETROFIT PROGRAM (T)

Purpose

The Heat Pump Retrofit Program provides incentives for residential members to replace their existing resistance heat source with a heat pump.

Availability

This program is available to residential members served by Fleming-Mason Energy.

Eligibility

This program is targeted to 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, or electric thermal storage.
- Existing heat source must be at least 2 years old.
- New manufactured homes are eligible for the incentive. (T)
- Two (2) maximum incentive payments per location, per lifetime, for centrally ducted systems. DOE Federal minimum standard heat pumps will be incentivized at the rate of $750 per unit, ENERGY STAR® standard heat pumps will receive a $1,000 incentive per unit. (T) (T)
- 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. (T) (D)

Incentives

Members replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type: (T)

Equipment Type	Rebate	
Centrally Ducted Systems:		
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	$750	(I)
Current EPA ENERGY STAR® level equipment or greater	$1,000	(T)(I)
Mini Split Systems:		
Ducted or Ductless Mini-Splits	$500	(D)(I)

Term

The program is an ongoing program.

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9/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM
HIGH-EFFICIENCY HEAT PUMP PROGRAM

(N)

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 Fleming-Mason Energy.

Eligibility

This program is targeted at new single or multi-family homes, existing single or multi-family homes, or manufactured homes. Eligibility requirements are detailed below and are available at Fleming-Mason 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.
- The 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 Fleming-Mason Energy energy advisor or pre-approved East Kentucky Power Cooperative, Inc. (EKPC), or Fleming-Mason 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 certificates must list model numbers for the outside unit and indoor unit.
        - Heat Pump Water Heater AHRI certificates must list model number for the water heater.
- Incentive cannot be combined with the Heat Pump Retrofit incentive.

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9/1/2025
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DSM
HIGH-EFFICIENCY HEAT PUMP PROGRAM (continued)

(N)

Heat Pumps
ENERGY STAR® ASHP Level

- Must be ducted and the primary source of heat for the home.
- Must meet the SEER[2] and HSPF[2] 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® certified ccASHP or Geothermal Heat Pump Level

- Must be ducted and the primary source of heat for the home.
- ccASHP must meet current EPA standards 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 foregoing, a landlord who rents to a tenant who is an end-use member of Fleming-Mason Energy shall also be eligible to participate in the HEHP program, regardless of whether said landlord is also an end-use member of Fleming-Mason 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 Fleming-Mason 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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ISSUED BY: President and Chief Executive Officer

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Case No. 2024-00370 Dated: May 29, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
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9/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM
COMMERCIAL & INDUSTRIAL THERMOSTAT PROGRAM

(N)

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 commercial and industrial members served by Fleming-Mason Energy.

Eligibility

Members are eligible for this program if they have a ducted air-source air conditioner or heat pump with a capacity of two (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 foregoing, a landlord who rents to a tenant who is a member of Fleming-Mason Energy shall also be eligible to participate in the Commercial & Industrial Thermostat Program regardless of whether said landlord is also a member of Fleming-Mason Energy. 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 Fleming-Mason Energy staff before the retrofit. After the member completes the retrofit, EKPC or Fleming-Mason Energy staff must verify the installation of the 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.

KENTUCKY
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9/1/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM
COMMERCIAL ADVANCED LIGHTING PROGRAM

(N)

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 served by Fleming-Mason Energy, provided the facility's energy usage in the prior calendar year did not exceed three million (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 operation for at least two (2) years and be current on its power bill payment to Fleming-Mason 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 fifty (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 fifteen (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 fifteen (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, the member will receive a $37 incentive per fixture. This includes wall packs, flag lights, parking lot lights, canopy lights, and directional lights.

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)

(N)

The incentive amounts are summarized in the following table:

	Member Incentive
Measure 1	$35
Measure 1	$18
Measure 3	$37
Measure 4	$10

Total member incentives are limited to $5,000/year/facility.

Verification Procedure

To qualify for the above-mentioned incentives, Fleming-Mason 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 Fleming-Mason Energy and the purchase date must be after the initial visit by Fleming-Mason Energy or EKPC personnel.

Term

The Commercial Advanced Lighting Program is an ongoing program.

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DSM – 7

TOUCHSTONE ENERGY HOME

Purpose

In an effort to improve new residential home energy performance, Fleming-Mason Energy 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 Fleming-Mason Energy.

Eligibility

To qualify as a Touchstone Energy Home under Fleming-Mason Energy's program, the participating single-family home must be located in the service territory of Fleming-Mason Energy 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 Fleming-Mason Energy.
- Home must receive pre-drywall inspection and complete Fleming-Mason Energy's pre-drywall checklist. (Contact the Energy Advisor at Fleming-Mason Energy 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".

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DSM – 7 (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 Fleming-Mason Energy's pre-drywall checklist. (Contact the Energy Advisor at Fleming-Mason Energy 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

Fleming-Mason Energy 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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RESERVED FOR FUTURE USE

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

DSM
COMMUNITY ASSISTANCE RESOURCES FOR ENERGY SAVINGS ("CARES") PROGRAM (T)

Purpose

Fleming-Mason Energy'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, FME will pass along an East Kentucky Power Cooperative, Inc. ("EKPC")-provided incentive to the CAA or AHO. FME's program has two primary objectives. First, the EKPC-provided incentive, passed along by FME 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 FME.

Weatherization and energy efficiency services provided by Kentucky's AHO's are also available to retail members in all service territories served by FME.

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 FME.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of the Federal Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by the CAA or AHO. (T)

- 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
CARES PROGRAM (continued) (T)

Payments

HEAT PUMP ELIGIBLE HOMES

FME 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: (I)

- HEAT PUMP

  Upgrading from a low-efficiency electric heat source to a heat pump will be reimbursed at a rate of 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. (I)

- WEATHERIZATION IMPROVEMENTS

  Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAA's or AHO's cost (material + labor), up to a maximum of $1,500: (I)
  - o Insulation
  - o Air sealing
  - o Duct sealing, insulating, and repair
  - o 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 FME at a rate of 10%.

HEAT PUMP INELIGIBLE HOMES

FME 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: (I)

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DSM
CARES PROGRAM (continued) (T)

- WEATHERIZATION IMPROVEMENTS

  Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAA's or AHO's cost (material + labor) up to a maximum of $1,250: (I)
  - o Insulation
  - o Air sealing
  - o Duct sealing, insulating, and repair
  - o 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 10%.

Term

The program is an ongoing program.

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(N)

DSM – 12

RESIDENTIAL ELECTRIC VEHICLE OFF-PEAK CHARGING PROGRAM

Applicability

In all territory served by Fleming-Mason Energy Cooperative, Inc. ("Fleming-Mason Energy").

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 Fleming-Mason Energy to utilize its system more efficiently, and promote the adoption of EVs.

Availability

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Fleming-Mason 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. Fleming-Mason Energy reserves the right to restrict the number of retail members in the pilot.

Eligibility

To qualify for this program, the retail member's residence must be located in the service territory of Fleming-Mason Energy and be on the Residential and Small Power – Schedule RSP 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

Fleming-Mason 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 Fleming-Mason Energy.

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President and Chief Executive Officer

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

DSM – 12 (continued) **(N)**

Terms and Conditions

1. Prior to joining the program, Fleming-Mason Energy may inspect the retail member's EVSE to ensure compatibility with the energy software platform, but Fleming-Mason 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, Fleming-Mason Energy will endeavor to implement the change as soon as possible.

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12/1/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS

I. Application of Rules and Regulations

These Rules and Regulations apply to each and every member. They are a part of every contract for service made by Fleming-Mason Energy Cooperative, Inc. ("FME"), unless modified by special terms written therein, and govern all classes of service. Copies are on file at FME's office and are open to inspection by the public, or can be viewed online at www.fme.coop. (T) (T) (T) (T)

They may be revised, amended, supplemented or otherwise changed from time to time in accordance with provisions of the Board of Directors and such changes shall have the same force as the present ones.

II. Application for Service

1. Service Contract (D)
Each prospective member desiring electric service shall be required to sign and submit FME's "Application for Membership and Electric Service" before service is supplied by FME and provide FME with necessary easements or right-of-way permits on property owned by prospective member. In conjunction with a prospective member's application for service or thereafter, FME may require such reasonable information and documentation relevant to the service or parties as it deems appropriate, including (but not limited to) load and use details, permits, easements, rights-of-way, Social Security or federal tax identification numbers, or alternate forms of identification, birth dates, telephone numbers, and addresses. (N)

2. Contract Data (D)
The application shall contain a description of the premises to be served, whether applicant is owner, agent or tenant of the premises, and such other information FME may reasonably desire. (T)

3. Conditions of Service
FME reserves the right to reject any application for service to any persons who have not complied with the Cooperative's Rules and Regulations or to applicants who request a service not available from the existing system or which would jeopardize the supply of electricity to its members at the time of the request. (T)

4. Prior Debts
Service will not be furnished to former members until any indebtedness to FME for previous service has been satisfied except as specified under 807 KAR 5:006 Section 15. (T)

5. Special Contracts
Standard contracts shall be for a term of one year, but where large or special investment is necessary for the supply of service, contracts of longer term, or with special guarantee of revenue, or both, may be requested to safeguard such investment. All such contracts will be submitted to the Public Service Commission for approval.

6. Acceptance
An application or contract when accepted by an officer or an authorized agent of FME, shall constitute the contract between the member and FME, and no agent has power to modify, alter, or waiver any of its conditions. (T) (T)

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RULES AND REGULATIONS

III. Determination of Applicable Rate Schedule

The applicable rate schedule is determined in accordance with the member's required transformer capacity.

Required Transformer Capacity:
The term "required transformer capacity" used in connection with determining the applicable rate schedule shall be taken to mean the capacity which is required to carry the member's potential load rather than the capacity installed. FME may find it convenient or advisable to install larger transformers than actually required. Where two or more members are serviced from the same transformer, the applicable rate schedule shall be based on the transformer capacity which would normally be installed for his individual requirements. In the event that two or more structures are serviced from a single metering point, the required transformer capacity will be determined by the combined total capacity of the structure. (T)

IV. Deposit

1. Requirement of Deposit
Where an applicant's credit is not established, or where the credit of a member has been impaired by either the failure to pay within 15 days of the date of bill, the issuance of checks not honored by the member's financial institution, or the use of electric service obtained thru fraudulent or illegal means, a deposit or other guarantee may be required as security for the payment of future and final bills before FME can render or continue to render service. (T)

2. Amount of Deposit
Residential, business and commercial members' deposits shall be based upon actual usage of the member 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 members and premises in the system. The deposit amount shall not exceed 02/12 of the member's actual or estimated annual bill where bills are rendered monthly. (T)

3. Refund of Deposit
The deposit will be refunded after two (2) years of continuous uninterrupted service provided the member has made payment in full of each monthly bill within 15 days of the date of bill, has not had any checks returned not honored by the bank or has not obtained service thru fraudulent or illegal means. In the event the member ceases to be a member of FME and no longer requires service, the deposit will be refunded upon payment of all charges due FME under the applicable rate schedule or electric service agreement. (T)

4. Recalculation of Deposit
Deposits will be recalculated after twelve (12) months if requested by the member. Amounts of variances greater than $10.00 for residential or 10% for nonresidential may be refunded by either check or credit to the member's bill. No refunds will be made if the member's bill is delinquent at the time of recalculation. (T)

5. Interest
Interest will be paid as required by law (KRS 278.460). The interest will be credited to the account when the deposit is refunded or annually if the deposit is retained by FME. (T)

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

RULES AND REGULATIONS

V. Member's Wiring and Equipment (T)

1. Member's Installation (T)
Member's service entrance equipment and meter connections shall be installed in accordance with instruction of FME and shall be subject to inspection and approval by FME and other agencies having jurisdiction. Meter installations shall be accessible to FME's employees at all times and shall not be located within the confines of any buildings or other permanent structure. (T) (T) (T) (T)

FME may refuse to make connections to member or to continue service whenever in its judgment such installation is not in proper operating condition, or is in conflict with the standards established by FME or by the inspecting agency. (T) (T)

2. Motor Starting Requirements
All installations of power loads on FME's distribution system must conform to the rules and regulations as set forth in the National Electrical Safety Code. (T)

The following general requirements should be adhered to in all power installations:

a. Single Phase: The maximum size single phase motor acceptable shall be 10HP. In the event any motor causes objectionable light flicker or excessive line voltage dip, the member must provide line starting equipment or other corrective measures to eliminate the problem. Phase convertors for use on single phase installations to operate three phase motors may be acceptable on special applications. Their usage will be very limited depending upon motor sizes and design and distribution line characteristics and must be approved by FME. (T) (T)

b. Three phase: Motors rated 15HP or larger shall be provided with line starting equipment or other corrective equipment adequate to prevent intolerable light flicker or voltage dip that has an adverse effect on other members on the line. Motors smaller than 15HP may require adequate starting equipment if their usage and/or design is such that they cause unacceptable flicker or voltage dip. In any event each multi-phase installation must be analyzed and approved by FME prior to installation. (T) (T)

3. Arc Welding Installations
Single phase arc welders are a source of trouble from a voltage regulation standpoint as well as a hindrance to radio reception and shall be limited to sizes which do not create more than 3% voltage drop on the secondary. Larger welders should be operated from motor-generators. Large transformer type or multi-phase welders which cause more than 1 ½% voltage on the primary distribution system will not be permitted. All installations must be approved by FME. (T)

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RULES AND REGULATIONS

4. Point of Delivery
The member should communicate with FME, giving exact location of the premises and the details of all current consuming devices which are to be installed. Upon receipt of such information, FME will designate a point of delivery at which service connections will terminate and near which the member must provide, free of expense to FME, a suitable place, satisfactory to FME, for the transformer or transformers, meter or meters, or other equipment of FME, which may be necessary for the fulfillment of such contracts as the member may enter into with FME. (T) (T) (T) (T) (T) (T)

5. Service Extension
Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated or approved by FME at which point the wiring must extend at least three feet for attachment to FME's service supply lines. (T) (D)

6. Non-Standard Service
Members shall own, maintain and operate all substation and transforming equipment where voltage, phase, or frequency is desired other than at which service is rendered and metered under the terms of the applicable rate schedule. (T)

7. Service Connection
Service connections will not be made until the wiring of the premises is actually in progress or has been completed in accordance with FME's Standard Requirements. This is necessary for the protection of the member and FME is not responsible for any defect in the wiring or devices on member's premises. (T) (T)

8. Limit of Responsibility
FME will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines, equipment or apparatus, unless specifically provided for in schedules or agreements, except meters and meter accessories, beyond this point. (T)

9. Supply Equipment Size
FME will determine the size of all transformers, service conductors, and related service equipment needed to provide adequate service based on information provided by the member or his representative and/or experience from similar service installations. (T) (T)

10. Generators
Auxiliary generators owned or used by members must be connected to the members' wiring in such a manner as to automatically disconnect the service from FME's distribution system thus avoiding the hazards present through paralleling of the prime and auxiliary power sources. (T)

In the event a member does not provide an automatic disconnect FME reserves the right to disconnect the prime power source until such time that the member corrects the problem to the satisfaction of FME. (T) (T)

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9/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS

VI. Member's Responsibility (T)

1. Nature of Service
FME's undertaking extends only to the supplying of service at the point of delivery. Member is warned of the risk of damage to property and the possibility of fire or personal injury resulting from improper wiring and manner of attachment or use and maintenance of electric appliances, fixtures and apparatus and is advised to allow no one except experienced and capable electricians to install or make any change, alteration, additions, or repairs to any part of member's installation. (T) (T)

2. Member's Liability (T)
Member assumes full responsibility for the current upon member's premises at and from the point of delivery thereof, and for the wires, apparatus, devices and appurtenances thereon used in connection with the service. Member shall indemnify, save harmless and defend FME against all claims, demands, cost or expense for loss, damage or injury to persons or property in any manner directly or indirectly arising from, connected with, or growing out of the transmission or use of current by member on member's side of point or delivery. (T) (T) (T)

3. Changes in Member's Wiring and Equipment (T)
All equipment supplied by FME for the use of each member has a definite capacity and for this reason, it shall be the responsibility of the member to notify FME before any change is made in the load characteristics or change of purpose, or of location of, his installation. Failure to give such notice shall render the member liable for any damage to meters or accessories, transformers, or wires, of FME, caused by additional or changed installation. (T) (T) (T) (T) (T)

4. Protection by Member (T)
Member shall protect the equipment of FME on his premises and shall not interfere with or alter or permit interference with or alteration of FME's meters or other property except by duly authorized representatives of FME. (T) (T) (T)

For any loss or damage to the property of FME due to, or caused by, or arising from, carelessness, neglect or misuse by member, or other unauthorized persons, the cost of the necessary replacement and repairs shall be paid for by member. (T) (T) (T)

5. Tampering
If the meters or other property belonging to FME are tampered or interfered with, the member being supplied through such equipment shall pay the amount which FME may estimate is due for services rendered but not registered on FME's meter, and such replacements and repairs as are necessary as well as for costs of inspection investigation and protective installations. (T) (T) (T)

6. Relocation of Lines by Request of Members (N)
FME's established lines shall not be relocated unless the expense for moving and relocating is paid by the member, except in instances where it would be to the advantage of FME to make such relocation, as determined at the sole discretion of FME. (N) (N) (N)

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RULES AND REGULATIONS

VII. Access to Premises

Duly authorized representatives of FME shall have the right to ingress to and egress from the premises of the member at all reasonable times for the purpose of reading, testing, inspecting, repairing, replacing or removing its meters or other property, or inspecting the member installation or for the purpose of removing its property on the termination of its contract or on discontinuance of service from whatever cause. Any employee, or contractor of FME, whose duties require him to enter the member's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee or contractor of FME, or show a badge or other identification which will identify him as an employee or contractor of FME. (T)

VIII. Continuity of Service

1. Regularity of Supply
FME will use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in voltage, or any other failure or reversal of the service, resulting from act of God, public enemies, accidents, strikes, riots, wars, repairs, orders of Court, or other acts reasonably beyond the control of FME, it shall not be liable for damages, direct or consequential, resulting from such interruption or failure. (T)

2. Notice of Trouble
Member shall give immediate notice at the office of FME of any interruptions, or irregularities or unsatisfactory service and of any defects known to member. (T)

FME may, at any time that it deems necessary, suspend the supply of electrical energy to any member or members for the purpose of making repairs, changes, or improvements upon any part of its system. (T)

It shall make effort to furnish reasonable notice of such discontinuance to members, where practicable. (T)

3. Relocation of Delivery Point
If FME shall be required to place underground any portion of its wires, or service supply lines, or relocate any poles or feeders, the member shall change the location of his point of delivery at his own expense. Points of delivery and metering equipment shall be relocated to the exterior surface of any building or structure, at the member's expense, in the event the member requires relocation due to remodeling or expansion. (T)

DATE OF ISSUE: July 1, 2021

DATE EFFECTIVE: September 1, 2021

ISSUED BY: Joni K. Hazelrigg
Joni K. Hazelrigg,
President and Chief Executive Officer

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

RULES AND REGULATIONS

IX. FME's Right to Discontinue Service (T)

1. Without Notice
FME reserves the right to discontinue the supply of electric service to any member or members without notice for any of the following reasons: (T)

   a. When a dangerous condition is found to exist on the member's premises. FME shall notify the member immediately of the reasons for the termination or refusal of service. (T)

   b. For fraudulent representation as to the use of electric service. FME shall, within 24 hours after such termination, notify the member of the reasons for termination or refusal of service upon which the utility relies, and of the member's right to challenge the termination by filing a formal complaint with the Commission. (T) (T) (T)

   c. For repairs or emergency operations.

   d. For unavoidable shortage or interruptions in FME's source of supply. (T)

   e. Whenever such action is necessary to protect FME from fraud or abuse. (T)

   f. Upon cancellation of contract.

2. With Reasonable Notice
FME reserves the right to discontinue service on reasonable notice in accordance with 807 KAR 5:006 Section 14: (T)

   a. For non-payment of bill after: (1) reasonable effort to induce member to pay; (2) at least ten (10) days written notice and 27 days after mailing date of original bill. Notice shall be mailed and/or emailed or otherwise delivered to the last known address of the member. The termination notice to members will be separate from the bill and will include written notification to the member of the existence of local, state, and federal programs providing for the payment of utility bills under certain conditions, and of the address and telephone number of the Department of Social Insurance of the Cabinet for Human Resources to contact for possible assistance. (T) (T) (T) (T)

   b. If any entry to its meter or meters is refused or if entry to access to any of its property is obstructed or hazardous for any cause of reason.

   c. If these Rules and Regulations of FME's Standard Requirements are violated. (T)

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RULES AND REGULATIONS

3. Service Charge
A charge will be made for service for the following reasons:

a. A service charge of $25.00 will be assessed when a member's service is disconnected for a delinquent bill, or when a trip is made to the member's premises to collect a delinquent bill, after notice has been sent to the member stating that if the bill is not paid by a certain date, the service will be disconnected. (T) (T) (T)

b. A service charge of $25.00 will be made during regular working hours, $65.00 for overtime hours, to reconnect a meter that has been disconnected for nonpayment of bills or for violation of FME's Rules and Regulations. (T)

(D)

c. A service charge of $25.00 will be made for reconnection during regular working hours at same locations when off due to desire of member. Reconnection charge after regular working hours shall be $65.00. (T) (D)

X. Foreign Electricity

No other source of supply of electricity shall be introduced or used by member in conjunction with service supplied without written consent of FME. (T) (T)

XI. Resale of Service

All purchased electric service on the premises of the member shall be supplied exclusively by FME, and the member shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service, or any Part thereof, without the consent of FME. (T) (T)

XII. Meters

1. Separate Meter for Each Service:
FME will normally furnish a single meter at the point of connection on the member's premises. Any member desiring service at two or more separately metered points of connection to FME shall be billed separately at each such point and the registrations of such meters shall not be added for billing purposes. (T) (T)

2. Tests:
FME, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy. FME will make additional tests or inspections of its meters at the request of a member, but reserves the right to make a charge of $25.00 to cover the expense involved when such test shows the meter to be correct within two percent. The amount of additional charges or refunds due as a result of meters testing greater than + or -2% shall be determined in accordance with 807 KAR 5:006 Section 10. (T) (T)

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ISSUED BY: Jodi K. Hazelrigg
Jodi K. Hazelrigg,
President and Chief Executive Officer

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RULES AND REGULATIONS

3. Non-Registration of Meter:
When a meter fails to correctly register the amount of electricity member used during any period, the amount of unregistered usage will be based on the usage as registered on the meter replacing the defective meter. (T) (T)

4. Special Measurement:
FME shall have the right, at its option and at its expense, to place special meters or instruments, on the premises of any member for the purpose of special tests of all or any part, of the member's load. (T) (T)

XIII. Billing

1. Billing Period:
Bills for regular service will be rendered monthly, on a flexible basis to allow various billing cycles based upon the date of the monthly meter reading, and computed according to FME's Rate Schedules and Rules and Regulations then in effect, and shall be due on the date determined by FME. (T) (T) (T)

Each bill for electric services shall show the following: class of service; present and last preceding meter readings; date of the present reading; number of units consumed; meter constant; net amount for services rendered; all taxes; any adjustments; the gross amount of the bill; the date after which the penalty shall apply; and whether the bill is estimated or calculated. (D)

2. Budget/Levelized Billing Plan – Residential Members:
A budget/levelized billing plan has been developed whereby a residential member may elect to pay a more even amount each month, in lieu of monthly billings based on actual usage. The monthly budget/levelized bill will be determined by FME based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. (T) (T) (T) (T) (D) (D)

If the member at any time fails to make timely payment, FME shall reserve the right to cancel the budget/levelized billing plan and bill the member based on the actual monthly usage. (T) (T) (D)

3. Failure to Pay:
If at any time, the member shall fail to make payment of any bill rendered by FME for electric service, and if such failure continues for twenty-seven (27) days after the billing date, FME shall have the right to discontinue all service under contract giving ten (10) days written notice of intent to discontinue service, until all payments due from the member shall have been made. (T) (T) (T) (T)

4. Failure to Receive a Bill:
Failure to receive a bill will not entitle member to any discount or the remission of any charge for non-payment within the time specified. (T)

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President and Chief Executive Officer

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RULES AND REGULATIONS

5. A $15.00 fee will be charged for a returned check.

6. Monitoring Usage:
FME shall monitor usage on a monthly basis through the projected billing system. Any unusual deviations shall be investigated by FME pursuant to 807 KAR 5:006 Section 10 (3). (T) (T)

XIV. Right-of-Way (T)

1. Procurement by Member
Obtaining easements and right-of-way necessary to extend service shall be the responsibility of FME, however, the cost of obtaining easements or right-of-way shall be included in the total per foot cost of an extension, and shall be apportioned between FME and the member in accordance with 807 KAR 5:041 Section 11. (T) (T) (T)

2. Delays
Applications for service for an extension to be constructed where a right-of-way is not owned by FME, will only be accepted subject to delays incident to obtaining a satisfactory right-of-way. (T)

XV. Beginning and Ending Service

Members shall give three (3) working days' notice of occupancy or vacancy of premises to ensure correct billing. (D) (T)

Notice of discontinuance of service prior to the expiration of a contract-term will not relieve a member from any minimum or guaranteed payment under any contract or rate. (T)

XVI. Extensions

1. Rate, Terms, and Conditions
FME's overhead distribution system will be extended to supply new members who elect to take service under the rates of FME and the provision of its line extension requirements. (T) (T)

2. Trunk Line Construction
FME will construct, own, and maintain overhead and underground supply facilities, secondary, primary, or high tension, located on the highway, or on rights-of-way acquired by FME and used or usable as a part of FME's general supply system. (T) (T) (T)

3. Temporary Services
A member requesting temporary electric service for permanent construction for a period not exceeding one (1) year may rent a Temporary Service from FME. FME will meter the service and charge for the demand and the kWh that are used on the applicable rates in addition to the rental fee. (N) (N) (N) (N)

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Joni K. Hazelrigg,
President and Chief Executive Officer

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4. Obligation to Extend

A. Overhead and Underground to Permanent Dwelling (Residential): (T)
For this policy, a permanent dwelling shall be one which has an approved septic system and is expected to be utilized as a year-round living facility, including double- or singlewide mobile homes. The "service drop" to member premises from the distribution line at the last pole shall not be included in the foregoing measurements. The distribution line extension shall be limited to residential type services. (T) (T) (T)

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

2. For an extension beyond 1,000 feet (excluding service line) the member shall be charged the total cost of the excessive footage over 1,000 feet per customer. The amount shall be deposited by the applicant or applicants based on the estimated cost of the total extension including right-of-way clearing. Right-of-way charges will be based on the hourly cost that FME has contracted. This price is subject to change. (T) (T)

3. Each member receiving service under such extension will be reimbursed under the following plan: each year, for a refund period of not less than ten (10) years, FME shall refund to the member(s) who paid for the excessive footage the cost of 1,000 feet of extension in place for each additional member connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. The total amount refunded shall not exceed the amount paid to the utility. No refund shall be made after the refund period ends.

For additional members connected to an extension or lateral from the distribution line, the Cooperative shall refund to any member who paid for excessive footage the cost of 1,000 feet of line less the length of the lateral or extension. (T) (T) (T)

No refund shall be made to any member who did not make the advance originally. (T)

B. Service to Barns, Camps, Temporary Structures, Signs and/or Facilities other than Permanent Dwellings:

1. All extensions of up to 300 feet from the nearest facility shall be made without charge.

2. All extensions over 300 feet (excluding service line) will be charged the total cost of the excessive footage over 300 feet per customer. The amount shall be deposited by the applicant or applicants based on the estimated cost of the total extension including right-of-way clearing. Right-of-way charges will be based on the hourly cost that FME has contracted. This price is subject to change. (T) (T) (T) (T)

DATE OF ISSUE: July 10, 2024

DATE EFFECTIVE: June 28, 2024

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2023-00223 Dated: June 28, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/28/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS

3. Each member receiving service under such extension will be reimbursed under the following plan: each year, for a refund period of not less than ten (10) years, FME shall refund to the member(s) who paid for the excessive footage the cost of 1,000 feet of extension in place for each additional permanent structure connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. The total amount refunded shall not exceed the amount paid to the utility. No refund shall be made after the refund period ends.

   For additional members connected to an extension or lateral from the distribution line, the Cooperative shall refund to any member who paid for excessive footage the cost of 1,000 feet of line less the length of the lateral or extension. (T) (T) (T)

   No refund shall be made to any member who did not make the advance originally. (T)

C. FME will install underground distribution lines under the following conditions:

1. Where appropriate contractual arrangements have been made, FME shall install an underground electric distribution system of sufficient capacity and suitable materials which, in its judgment, will assure that all property owners will receive safe and adequate electric service for the foreseeable future.

2. Equipment such as transformers, pedestal mounted terminals, switching equipment and meter cabinets may be placed above ground, supplied by FME and installed by member. Conduit will be supplied and installed by member.

3. FME shall furnish, install, and maintain the service lateral conductor to the Applicant's meter base, which normally will be at the corner of the building nearest the point to be served.

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

5. FME shall not be obligated to install any facility until satisfactory arrangements for the payment of charges have been completed by the Applicant.

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

7. Service pedestals and method of installation shall be approved by Fleming-Mason Energy prior to installation.

8. In unusual circumstances, when the application of these rules appear impracticable or unjust to either party, or discriminatory to other members, FME 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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RULES AND REGULATIONS

9. Rights of Way and Easements

a. FME 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 FME are provided without cost or condemnation by FME.

b. Right of way and easements suitable to FME 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 underground distribution facilities are to be located accessible to FME'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 FME. Suitable land rights shall be granted to FME 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.

D. Special Extensions

When FME is required to convert existing facilities, construct new facilities, or add to the prevailing distribution facilities to provide multi-phase service, the applicant will be required to make an advance contribution in aid of construction equivalent to estimated labor and overhead cost to construct the requested facility, with credit given for five years' of estimated return on investment.

XVII. General

1. Office of System

Whenever these regulations provide that notice be given or sent to FME, or office of FME, such notice delivered or mailed, postage prepaid, shall be deemed sufficient. The date of receipt shall be considered the working day received at FME's office or post office box.

2. No Prejudice of Rights

The failure by FME to enforce any of the terms of this Tariff shall not be deemed as a waiver of the right to do so.

3. Billing Charges

Where members are found to be on an improper rate, as the result of an investigation, made at Member's request or by routine inspection, the change of billing to the proper rate will apply to the bill for the month during which the discovery is made.

4. Exceptional Cases

The usual supply of electric service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise for which provisions are not otherwise made, FME may modify or adapt its supply terms to meet the peculiar requirements of such cases after such changes as indicated are approved by the Energy Regulatory Commission.

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RULES AND REGULATIONS

5. Assignment
Subject to the Rules and Regulations, all contracts made by FME shall be binding upon and oblige, and insure to the benefit of the successors and assigns, heirs, executors, and administrators, of the parties thereto.

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Definitions of Term and Explanation of Abbreviations

AC	Alternating current.
Available Rate	A rate which may be obtained by a member if his use of service conforms to the character of supply contemplated in a rate and his location is such that this service can be supplied from existing facilities of FME or can be reached by an extension not exceeding 1,000 feet in length.
Billing Demand	The assessed or measured demand after correction, if any, for power factor.
Connected Load	The aggregate of all devices on the premises of the Member which are connected to FME's service, or which can be simultaneously connected by the insertion of fuses or by closing of a switch, the manufacturer's correct rating being used to determine the magnitude of the load. In absence of such manufacturer's rating, or whenever a test by FME shall indicate improper design or rating of a device, the rating will be determined on the basis of the kilovolt-amperes required for its operation.
Continuous Service	Service which FME endeavors to keep available at all times.
Member	Any person, firm, corporation or body politic applying for or receiving service from FME.
Demand	The maximum rate-of-use of energy. The demand may be measured by a recording or indicating instrument showing, unless otherwise specified, the greatest fifteen-minute-rate-of-use of energy.
Energy Charge	A charge based on kilowatt-hours use.
HP	Horsepower as used therein, horsepower shall be computed as the equivalent of 746 watts.
kVA	Kilovolt-ampere – unit or measurement of rate-of-use which determines electric capacity required; it is obtained by multiplying the voltage of a circuit by its amperage.
KW	Kilowatt – amount of measurement of rate-of-use of electrical energy; 1,000 watts.
kWh	Kilowatt-hour – unit measurement of quantity of energy; an amount equivalent to the use of 1,000 watts for one hour.
Limited Period Service	Service which will be supplied only during certain hours of the day of the year as stated in the rate or rider to which it applies.
Month	A month under the Tariff means one-twelfth of a year, or the period of approximately thirty (30) days between two consecutive readings of FME's meter or meters installed on the Member's premises.

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RULES AND REGULATIONS

Point of Delivery	That single point at which the service supply lines or other equipment of FME terminate and the Member's facilities for receiving the service begin.
Power Factor	As used herein, power factor, is in a single-phase circuit, the ration of the watts to the volt-amperes, and in a polyphase circuit, is the ratio of the total watts to the vector sum of the volt-amperes in the several phases.
Pronouns	The masculine, singular, pronoun relates to Member, whether male, female, partnership, or Corporation.
Property Line	The division-line between land held in or for private use, and land in which the public or FME has a right of use; or, the division line between separately owned or occupied land.
Service	The supply of capacity for use by the Member, including all things done by FME in connection with such supply.
Standard Single-Phase Secondary	Alternating current, 60 cycles, nominally 120 volts, 2 wires, or nominally 120-240 volts, 3 wires.
Standard Polyphase Secondary	Alternating current, 60 cycles, nominally 240 volts, 3 phase, 3 wires.
Standard Primary	Unregulated alternation current, subject to special contract.
Standard High Tension	Unregulated alternating current, subject to special contract.

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SAMPLE BILL

Fleming-Mason Energy
A Rural Electric Cooperative Corporation

PO Box 328 • Flemingsburg KY 41041-0328
Address Service Requested

Toll Free 1-800-464-3144
www.fme.coop

Office Hours
7:30 A.M. - 4:30 P.M.
Monday-Friday

Now you can pay your bill with cash at many area locations!
Check out the new barcode on the back of your bill, or
visit www.fme.coop for details.

JOHN Q SAMPLE
123 CITY STREET
LITITZ PA 17543-8369

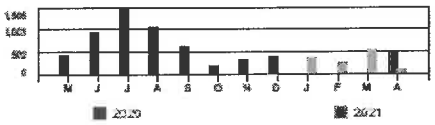
Billing Summary	Billing Date 04/13/21
Past Due - Subject to Immediate Disconnect	$63.47
Current Electric Charge	$13.29
Fuel Adjustment (-0.004840 @ 122 kWh)	$-0.59
Membership/Svc Connection Fee	$-10.00
Environmental Surcharge 1.40%	$0.18
Taxes	
State Tax	$0.79
Local Tax	$0.32
Due Date* 04/13/21	**Total Due $67.46**
Late Charge After 04/13/21	$0.00
Total Amount Due with Late Charge	$67.46

* Due date applies to the current bill only.

FINAL BILL - DUE UPON RECEIPT

Account Number 11111111			Cycle 921
Service Address			123 ANY STREET
Service Description			Residential
Bill Type			Final Bill
Rate Type			Residential & Small
Location Number			210648100
Meter Information			111111
Previous Reading	04/01/21		39956
Reading	04/06/21		40078
Multiplier	1	kWh Used	122
kWh Reading		KW Used	

History	This Year	Last Year
Days in Billing Cycle	7	30
kWh Used	122	526
AVG Temperature	49.1	51.3



Just For You

Save a Stamp! Pay your bill online anytime, day or night at www.fme.coop. Phone payments by card or check accepted at no additional cost.

717-215-8888 is the primary phone number on record for your account. Please update on reverse side of payment stub if this is not correct.

Retain This Copy For Your Records

Please Return This Portion With Payment

KY0052F

Account Number	Past Due Amount Due Immediately	Current Bill	Current Bill Due Date	Final Bill Due Upon Receipt	Amount Enclosed
1111111	$63.47	$3.99	UPON RECEIPT	$67.46	$ DRAFT

☐ Check here to address or phone number change.
Please note changes on the reverse side.

Wintercare Donations $_____

Please make check payable to:

FLEMING MASON ENERGY
PO BOX 328
FLEMINGSBURG KY 41041-0328

JOHN Q SAMPLE
123 ANY STREET
LITITZ PA 17543-8368

0000000000 000111111111 00000006746 00000006746 5

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SAMPLE BILL

FLEMING-MASON ENERGY COOPERATIVE, INC.
1449 Elizaville Road, Flemingsburg, KY 41041 • (606) 845-2661 • Toll Free: (800) 464-3144
www.fme.coop

The following information explains items that appear on your bill. Rate schedules available by request or online at www.fme.coop.

Electric Charge

Kilowatt hours used multiplied by the current rate plus the fixed monthly customer charge.

Fuel Adjustment Factor

Monthly variable rate which may be a charge or credit depending on the cost of fuel used to generate power. Calculated as a cost per kilowatt hour used.

Environmental Surcharge

Monthly variable rate that covers the cost incurred by power suppliers to meet government-mandated reductions in pollution levels.

REPORT A POWER OUTAGE

Before calling Fleming-Mason, check your electric panel for a blown fuse or tripped breaker.

If the above does not restore your electric service, please call (800) 464-3144 to report your outage. Available 24 hours a day.

Automated Payments

Our automatic payment plan (using bank draft or credit/debit card) offers a convenient way to pay your bill on the due date each month. Sign up online or call the office for details.

Prepay Metering Program

Pay for your energy before you use it. Enroll with an initial minimum of $100 to your prepay account. No monthly bill is mailed, no late fees, and no deposit needed. You must have access to text messages or email to enroll in this service.

Levelized Billing

Take the guesswork out of budgeting for your electric bill. Based on a rolling average, levelized billing does not settle out. Payments may vary depending on your 12-month history. Must be on service for at least one year.

Text or Email Alerts

Sign up to receive payment confirmations, daily or high usage alerts, and more! Call the office or sign up online at www.fme.coop.

E-Bill Option

Sign up to receive your latest bill via email on the day it is available – no more waiting! Call us today.

Payment Options

- Text to Pay – Send PAY to 352667 to start.
- Online – visit our website at www.fme.coop to set up an account.
- FMEnergy App – visit the app store at iTunes or Google Play and download the app today! Account set up required.
- Automated Payments – pay each month on the due date without worry! Use your bank account or credit/debit card.
- Telephone – Call us anytime at (800) 464-3144 to use our Automated Payment system.
- Mail – Use the enclosed return envelope. Please allow at least a week for mail delivery.
- In Person – visit our addresses above. Convenient drive-thru window and night depository available.
- CheckOut by PayGo – use the barcode below and pay your bill in cash at Family Dollar, Dollar General, Speedway, CVS and more. There is a service fee of $1.50 paid to the vendor.

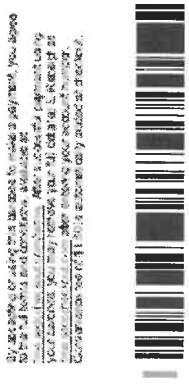
For changes of address, phone number and/or e-mail, please print below:

Name _____

Address _____

City, State, Zip _____

Phone/E-Mail _____ _____
Primary Phone # E-mail Address



DATE OF ISSUE: July 10, 2024

DATE EFFECTIVE: June 28, 2024

ISSUED BY: _____
President and Chief Executive Officer

Issued by authority of an order of the Public Service Commission of Kentucky.
Case No. 2023-00223 Dated: June 28, 2024

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
6/28/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ENERGY EMERGENCY CONTROL PLAN

Purpose: To provide a plan for reducing the consumption of electric energy on Fleming-Mason Energy Cooperative, Inc.'s ("FME") system in the event of a capacity shortage or a several coal/gas/oil shortage and provide a guideline for service restoration following an outage. (T)

For the purpose of this program, the following priority levels have been established:

I. Essential Health and Safety Uses – as defined in Appendix A
II. Residential Use
III. Commercial and Industrial Uses
IV. Nonessential Uses – as defined in Appendix B

Procedure A In the event of a capacity shortage the following steps will be taken:

1. Members having their own internal generation capacity will be curtailed, and members on interruptible contracts will be curtailed for the maximum hours and load allowable under their contract. (T)
2. FME's use of electric energy in the operation of its office and other facilities will be reduced to a minimum. (T)
3. An appeal will be made to members through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above. (T)
4. Voltage will be reduced as much as possible at all system voltage regulators.
5. Members will be advised through the use of news media that load interruption on a rotating basis is imminent. (T)
6. Further load shedding will begin on a rotating basis by interruption of services to feeder circuits at various substations. Considerations will be given to priority levels where practical.

Procedure B In the event of a potential severe coal/gas/oil shortage, the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. The "days' operations" referred to below will be furnished by East Kentucky Power Cooperative, Inc. ("EKPC") which supplies the wholesale power to FME. (T) (T)

I. To be initiated when fuel supplies, as advised by EKPC, are decreased to fifty (50) days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

   1. Curtail the use of energy in all FME offices and other FME uses. (T)

II. To be initiated when fuel supplies, as advised by EKPC, are decreased to forty (40) days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated: (T)

   1. Curtail the electric energy consumption by members on interruptible contracts to a maximum number of hours of use per week as negotiated within the context of the contract provisions. (T)

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Joni K. Hazelrigg,
President and Chief Executive Officer

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ENERGY EMERGENCY CONTROL PLAN

2. In cooperation with EKPC and through use of the news media and direct member contact, appeal to all members to voluntarily reduce their use of electric energy as much as possible, and in any case, endeavor to reduce the nonessential usage of electricity (Priority Level IV) by at least 25%. (T) (T)

3. Utilize voltage reduction as a means of reducing kWh consumption if this is deemed a feasible and viable measure in FME's service area. (T)

4. In cooperation with EKPC, FME shall advise members of the nature of the mandatory program, to be introduced in Section III below, through direct contact and mass media, and establish an effective means of answering specific member inquiries concerning the impact of the mandatory program on his/her electricity availability. (T) (T)

III. To be initiated, in the order indicated below, when fuel supplies are decreased to thirty (30) days' operation of coal-fired plants and continued downward trend in coal stocks is anticipated:

1. Implement mandatory curtailment of the use of electric service by all members as indicated below:

(A)	Priority Level IV	100%
(B)	Priority Level III	25%
(C)	Priority Level II	15%

2. FME shall advise all members of the mandatory program specified in Section IV below. (T)

IV. To be initiated when fuel supplies are decreased to twenty (20) days' operation of coal-fired generation and continued downward trend in coal stocks in anticipated.

1. Implement mandatory curtailment of the use of electric service by all priority levels (including Priority Level I) at a minimum service level which is not greater than that required for protection of human life and safety, protection of human physical plant facilities, and employees' security.

2. FME shall advise all members of the mandatory program specified in Section V below. (T)

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ENERGY EMERGENCY CONTROL PLAN

V. To be initiated as a measure of last resort when fuel supplies are decreased to fifteen (15) days' operation of coal-fired generation and continued downward trend in coal stocks is anticipated:

1. Implement procedures, subject to Commission approval, for interruption of selected distribution circuits on a rotational basis, while minimizing, to the extent practicable, interruption to Priority Level I.

With regard to mandatory curtailments identified in Sections III, IV, and V above, FME proposes to monitor compliance after the fact, to the extent feasible, as approved by the Commission. A member exceeding his/her electric energy allotment would be warned to curtail his/her usage or face, upon continuing noncompliance, for any period of time, and upon one day's written notice, disconnection of electric service for the duration of the energy emergency. (T) (T)

Termination of Energy Emergency

The Energy Emergency Control Program shall be terminated upon notice to the Commission, when (a) the remaining days of operation of coal-fired generation is at least twenty (20) days, (b) coal deliveries have been resumed, and (c) there is reasonable assurance that the coal stocks are being restored to adequate levels.

Service Restoration Procedure

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varied and unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, FME will attempt to provide estimates of repair times to aid members in assessing the need for alternative power sources and temporary relocations. (T)

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ENERGY EMERGENCY CONTROL PLAN

APPENDIX A

ESSENTIAL HEALTH & SAFETY USES

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses which the Commission may subsequently identify:

(A) "Hospitals", which shall be limited to institutions providing medical care to patients.

(B) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.

(C) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway, and signal-lighting service.

(D) "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.

(E) "Communication Services", which shall be limited to essential uses required for the telephone, telegraph, television, radio, and newspaper operations.

(F) "Water and Sewage Services", which shall be limited to essential uses required for the supply or water to a community, flood pumping and sewage disposal.

(G) "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.

(H) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution for fuel, of natural or manufactured gas, coal, oil or gasoline.

(I) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and perseveration of perishable food or medicine, when that use is substantially all of the member's load. (T)

Although these types of uses will be given special consideration when implementing the manual load-shedding provisions of this procedure, these members are encouraged to install emergency generation equipment if continuity of service is essential. In case of members supplied from two utility sources, only one source will be given special consideration. Also, any other members who, in their opinion, have critical equipment should install emergency generation equipment. (T) (T) (T)

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ENERGY EMERGENCY CONTROL PLAN

APPENDIX B

NONESSENTIAL USES

The following and similar types of uses of electric and others which the Commission may subsequently identify shall be considered nonessential for all members: (T)

(A) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.

(B) General interior lighting levels greater than minimum functional levels.

(C) Show-window and display lighting.

(D) Parking lot lighting above minimum functional levels.

(E) Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during operation of cooling equipment and not more than 65 degrees during operation of heating equipment.

(F) Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

(G) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

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