

RENEWABLE POWER AGREEMENT
BETWEEN
LOUISVILLE GAS AND ELECTRIC COMPANY
AND
THE CHEMOURS COMPANY FC, LLC

September 17, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 11/12/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RENEWABLE POWER AGREEMENT

This **RENEWABLE POWER AGREEMENT (“Agreement”)** is entered into as of September 17, 2021 (the **“Effective Date”**), by and between **Louisville Gas and Electric Company (“LG&E”)**, a corporation organized and existing under the laws of the Commonwealth of Kentucky, (the **“Company”**), and **The Chemours Company FC, LLC** organized and existing pursuant to the laws of the State of Delaware (**“CHEMOURS”**). Company and Chemours will individually be referred to as a **“Party”** and collectively as **“Parties.”**

WITNESSETH:

WHEREAS, Chemours owns and operates a manufacturing facility located at 4200 Camp Ground Rd., Louisville, Kentucky (the **“Chemours Location”**).

WHEREAS, Chemours purchases its electric power supply for the Chemours Location from Company and desires to contract with Company for the purchase of electric energy produced from a solar powered electric generating resource; and

WHEREAS, Company is arranging for the purchase of electric energy from a specific solar-powered renewable resource (the **“Renewable Resource”**) under a separate Power Purchase Agreement between Company and the owner of the Renewable Resource (the **“PPA”**).

WHEREAS, Company will purchase and deliver to Chemours such electric energy from the Renewable Resource for use in its manufacturing facility at the Chemours Location.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, each intending to be legally bound, agree as follows.

I. SOLAR POWERED ELECTRIC GENERATION

1.1 Company’s Procurement of Solar-Powered Electric Generation. On Chemours’s behalf and for its benefit, and at Chemours’s request, Company will purchase energy from the Renewable Resource under the PPA. The Renewable Resource will be a solar photovoltaic system located in Kentucky and will be interconnected to Company’s transmission system. It will have a nameplate AC capacity rating of not less than 146 and not more than 162 MW. The output of the solar photovoltaic system will be non-firm, as-available energy, delivered to Company’s transmission system under the PPA and measured as described in Section 2.2 below (the **“Renewable Energy”**). The PPA has a term continuing until the twentieth (20th) anniversary of commercial operation of the Renewable Resource.

1.2 Existing Contract for Electric Service. Company currently serves the Chemours Location with electric service pursuant to a Contract for Electric Service dated [REDACTED] (Contract Account # [REDACTED]) with Contract Capacity of [REDACTED] kW, or kVA as appropriate (the (the **“Existing Contract”**)). The Existing Contract shall remain in place and shall continue to be effective. This Agreement shall be supplemental to the Existing Contract. The terms and conditions of the Existing Contract, including without limitation the terms and conditions set forth in Section 1.6 below, are in addition to the Parties’ obligations under the Existing Contract.

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Contract, and shall continue until termination of this Agreement irrespective of any earlier termination of the Existing Contract.

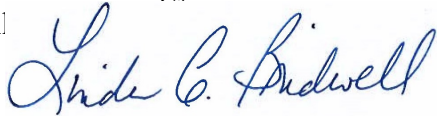
1.3 Application of Green Tariff. This Agreement is pursuant to and in accordance with the Company’s Tariff on file with the Commission (the “**Tariff**”) and, more specifically, Option #3 available under Standard Rate Rider GT set forth in the Tariff (the “**Green Tariff**”). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Tariff.

1.4 PPA Pricing. The PPA provides for a per-kWh rate of [REDACTED] per kWh. Such rate is equal to the Renewable Energy Charge defined below, which will, except to the extent the Discounted Renewable Energy Charge defined in Section 2.7(c) is applicable, be passed through to Chemours and, along with tariffed demand charges (subject to the offsets described below) and tariffed standard rate components, paid by Chemours to Company under this Agreement. The integration of the PPA pricing for the Renewable Energy into the Existing Contract rates is further described below.

1.5 Company Termination for Convenience. On or before the thirtieth (30th) day following the Effective Date, Company may terminate this Agreement for Company’s convenience by delivering notice to Chemours with such termination effective on the date such notice is delivered to Chemours. Following a termination of this Agreement pursuant to this Section 1.5, neither Party shall have liability to the other Party under this Agreement. Company’s determination as to whether to terminate this Agreement under this Section 1.5 shall be at Company’s sole discretion.

1.6 Term. This Agreement is subject to the further approval of the Kentucky Public Service Commission (“**Commission**”) as set forth herein, and the purchase and sale of Allocated Renewable Energy and Allocated RECs shall not commence until such approval by the Commission. Subject to such approval, this Agreement is effective on the Effective Date, and the purchase and sale of Allocated Renewable Energy and Allocated RECs will, also subject to such approval, commence on the date of Company’s written notice to Chemours of commercial operation of the Renewable Resource (“**Commencement Date**”). The Agreement will terminate, and the term of this Agreement (the “**Term**”) will end, on the earliest of (i) the twentieth (20th) anniversary of the Commencement Date, (ii) the termination of this Agreement pursuant to Section 1.5 above, (iii) the termination of this Agreement pursuant to Section 2.4 or 2.9 below, or (iv) the date, if any, on which Company notifies Chemours that the PPA has been terminated and no replacement PPA to which LG&E is or will be a Party has been negotiated or is contemplated to be negotiated for the same Renewable Resource.

1.6.1. **Chemours’s Share of Energy Generated by Renewable Resource.** Company will deliver to Chemours, and Chemours shall purchase of the terms set forth below, six percent (6%) of the Renewable Energy (the “**Allocated Renewable Energy**”). To the extent the Allocated Renewable Energy is in excess of Chemours’s energy usage, Section 2.8 below shall

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II. SALE OF POWER, RATES, BILLING, PAYMENT

2.1 Sale of Electricity. Subject to the terms and conditions of this Agreement, the Existing Contract, and the Tariff, including the Green Tariff, Company shall sell to Chemours and Chemours shall buy from Company all electric energy required by Chemours at the Chemours Location. Company shall sell such electric energy to Chemours in compliance with all requirements of Company. The electric energy shall be provided from Company’s electric system to Chemours at the location of Company’s meters on the Chemours Location.

2.2 Measurement of Renewable Resource Output. The electric energy produced by the Renewable Resource shall be measured at the Renewable Resource meter point at the interconnection point to the Company’s electric system. Such measurement shall be in terms of kWh during the same intervals used for billing under the Existing Contract (“Contract Billing Intervals”).

2.3 Limits of Obligation to Deliver. Company does not warrant or guarantee the amount of electric energy to be produced by the Renewable Resource for any hourly, daily, monthly, annual or other period or any cumulative amount. Chemours acknowledges that the electric energy produced by the solar electric facility is dependent upon the availability of sufficient sunlight to produce electric energy, and that no or limited amounts of electric energy will be produced by the Renewable Resource when sufficient sunlight is unavailable.

2.4 Regulatory Approval; Confirmation of Condition Precedent. This Agreement is subject to the jurisdiction and approval of the Commission. Company shall make application at Company’s cost for all necessary regulatory approvals, including approval by the Commission, within sixty (60) days of the Effective Date. Due to uncertainty as to the timing of such approvals and the potential for such approvals to be subject to varying conditions, it shall be a condition precedent (the “**Regulatory CP**”) to the purchase or sale of any Renewable Energy or RECs under this Agreement that either (i) Company delivers notice to Chemours that all necessary regulatory approvals, including approval by the Commission, have been granted without any conditions (an “**Unconditional CP Confirmation Notice**”) or (ii) each Party delivers to the other Party a written notice stating that the Party delivering such notice does not object to any conditions of such approvals (a “**CP Condition Acceptance Notice**”). A Party’s determination as to whether to deliver a CP Condition Acceptance Notice shall be at such Party’s sole discretion. Should the Regulatory CP not occur on or before June 30, 2022, either Party may deliver a termination notice to the other Party with such termination effective on the date thirty (30) days following such termination notice unless, before such date, the Regulatory CP occurs.

2.5 Renewable Energy Certificates. Under the PPA, Company will obtain all Renewable Energy Certificates (“**RECs**”) attributable to the Renewable Energy. Company will transfer to Chemours all RECs attributable to the Allocated Renewable Energy (the “**Allocated RECs**”) without additional charges. All Allocated RECs will be registered with (i) the Generation Attribute Tracking System (“**GATS**”) administered by PJM Environmental Information Services (“**PJM EIS**”), (ii) the MISO’s Midwest Renewable Energy Tracking System (“**MRETS**”), or (iii) another proven renewable asset tracking system used by a major regional Independent System Operators (ISO).

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cooperate to obtain any and all required approvals and consents that may be required to effectuate deposits and retirements concerning the Allocated RECs under the applicable governing rules. Except as provided below in this Section 2.5, the transfer of RECs will be without cost to Chemours. In the event the tracking system begins to charge Company out-of-pocket fees to effectuate transfers of RECs, Company will promptly submit to Chemours a written notice setting forth (i) how such fees are determined; (ii) the manner in which such fees increase Company’s costs; and (iii) Company’s proposed terms for allocating the costs of such fees between Company and Chemours. Chemours may, within thirty (30) days of such notice from Company, submit to Company a written notice accepting or rejecting the terms for allocation of such fees proposed in Company’s notice. In the event Chemours rejects the terms for allocation of such fees proposed in Company’s notice, Company may terminate this Agreement by thirty (30) days’ written notice to Chemours, without liability to Chemours. If Chemours rejects the terms for allocation of such fees proposed in Company’s notice stating such proposed allocation, and Company does not terminate, the transfers of RECs will continue to be without cost to Chemours. If Chemours accepts or does not reject the allocation proposed by Company as described above in this Section 2.5, Chemours agrees to such allocation.


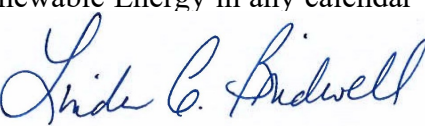
2.6 Company’s Terms and Conditions. This Agreement is subject to the terms and conditions contained in the Tariff, including the Green Tariff. Should there be any conflict in the Tariff terms and conditions and this Agreement’s terms and conditions, the terms of this Agreement shall, following approval of this Agreement by the Commission, prevail.

2.7 Rates. Chemours shall pay Company for its services during the Term pursuant to this Agreement at the rates set forth in Chemours’s applicable Tariff (Time-of-Day Primary Service (“**TODP**”)), the Green Tariff, and this Agreement, as set forth below:

(a) Pursuant to the TODP Tariff and the Existing Contract, Chemours’s rates include a Basic Service Charge per day, plus an Energy Charge per kWh, plus a Maximum Load Charge per kVA for Chemours’s Peak Demand Period, Intermediate Demand Period, and Base Demand Periods, and Adjustment charges as described in the TODP Tariff and the Existing Contract.

(b) Renewable Energy Charge. In addition, Chemours will pay Company the Renewable Energy Charge of [REDACTED] per kWh for all Allocated Renewable Energy other than Discounted Renewable Energy as defined in Section 2.7(c). The Energy Charge (as such term is used in the Tariff) for all kWh of energy delivered to Chemours in excess of the Allocated Renewable Energy delivered to Chemours shall be equal to the Energy Charge in the Existing Contract. The Renewable Energy Charge and, to the extent otherwise applicable, the Discounted Renewable Energy Charge shall be applicable throughout the Term of this Agreement and shall remain applicable during the Term even if the Existing Contract terminates, subject to Section 2.9 below.

(c) Discounted Renewable Energy. To the extent the Renewable Energy in any calendar year exceeds 450,430,000 kWh, all Renewable Energy such calendar year shall be treated as “Discounted Renewable Energy” with this Section 2.7(c). Discounted Renewable Energy


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Chemours in the same percentage as other Renewable Energy and shall, to the extent so allocated to Chemours, be included in Allocated Renewable Energy. Chemours will pay Company [REDACTED] per kWh (the “Discounted Renewable Energy Charge”) for any Discounted Renewable Energy included in Allocated Renewable Energy, with such Discounted Renewable Energy Charge paid in lieu of the Renewable Energy Charge with respect to such Discounted Renewable Energy. All Allocated Renewable Energy other than Discounted Renewable Energy shall continue to be subject to the Renewable Energy Charge.

- (d) Energy Offsets. Each kWh of Allocated Renewable Energy in a Contract Billing Interval shall be offset against the kWh of Chemours’s energy usage on which the Energy Charge for such Contract Billing Interval is based under the Existing Contract, so that Chemours is not subjected to two Energy Charges for the same kWh used.
- (e) Standard Rate Components. Rates shall include standard rate components, e.g., basic service charges and cost-recovery mechanisms as though Chemours purchased all of its energy and demand under its applicable standard Tariff rate schedule(s). Such standard rate components may change from time-to-time as required or approved by the Commission. Charges and credits for adjustments to metered load will appear as separate line items on bills under the Existing Contract. Bill adjustments may need to be reviewed and modified after any future rate design modifications approved by the Commission.
- (h) Should the rate schedule of most predominant application to Chemours (currently TODP) change during the Term, the rates applicable to the succeeding rate schedule of most predominant application to Chemours shall be used for calculating the Existing Contract rates, but not the Energy Charge for Allocated Renewable Energy, under this Agreement.

2.8 Excess Allocated Renewable Energy. Chemours will receive a bill credit (credited against charges under the Existing Contract and this Agreement) from Company for all Allocated Renewable Energy delivered to Company in excess of Chemours’s energy usage during the same Contract Billing Intervals as defined above (“Excess Renewable Energy”). The total billing period credit will be calculated as the Company’s avoided energy cost (“AEC”) rate as described in Company’s LQF tariff rider multiplied by the total amount of Excess Renewable Energy for all Contract Billing Intervals within the billing period.

2.9 Performance Security. Chemours shall cause an appropriate creditworthy affiliate of Chemours with an Investment Grade Rating (as defined below) to provide a written guarantee to provide assurance of payment for the Allocated Renewable Energy for the duration of the Term. If there is no affiliate with an Investment Grade Rating and Chemours no longer takes service under the Existing Contract, the Company may terminate this agreement within 60 days of Chemours’ cessation of service under the Existing Contract. With respect to a guarantor described in this Section 2.9, “Investment Grade Rating” means a minimum long term issuer rating that is equal to or better than (i) BBB- from Standard and Poor’s Ratings Group, a division of McGraw Hill Financial, Inc., or Moody’s Analytics, Inc., or (ii) I

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Fitch Ratings, Ltd.; provided that no rating agency described in (i), (ii) or (iii) has a long term issuer rating for such guarantor that is lower than the ratings specified above.


2.10 Billing. Chemours will be billed monthly under the Green Tariff. Such billing will be added to Chemours’s billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses. Company shall include in Chemours’s monthly invoice the quantity of Allocated Renewable Energy, the applicable energy offsets for such, any Excess Renewable Energy received, and the Existing Contract charges. Upon Chemours’s request, which may not be more frequent than once per year, Company shall provide Chemours with information sufficient for Chemours to verify for the most recent 24-month period, the Renewable Energy produced by the Renewable Resource and the credits earned by Chemours. Chemours also may request such information in connection with any *Force Majeure* Event (as defined below) or in the event of any default by Company in its obligations under this Agreement. Subject to Section 2.9 above, in the event the Existing Contract is terminated prior to the end of the Term of this Agreement, Chemours shall maintain a billing address for the remainder of such Term, which, in addition to serving as a billing address, shall serve as a payment address in the event credits under Section 2.8 exceed amounts owed by Chemours under Sections 2.7(b) and 2.7(c).

2.11 Payment. Subject to any applicable requirements of the Commission, Chemours shall pay each invoice within the time specified on the invoice according to Company’s normal billing practices. Payments shall be made by electronic funds transfer to an account designated by Company in the invoice or in a written notice delivered to Chemours. Any amounts not paid when due, including any amounts properly disputed and later determined to be owed, shall accrue late fees as set forth in the Tariff.

2.12 Full-Requirements Purchase. Throughout the Term, Chemours shall receive from Company, and pay to Company for all its electric energy requirements at the Chemours Location pursuant to Company’s applicable Tariff. Chemours may install its own electric generation equipment “behind the meter” but shall remain responsible for its purchase obligations under this Agreement and under the Existing Contract including without limitation the demand charges associated with its Contract Capacity. Company shall be required to provide, without regard to the operation of or output of the Renewable Resource, Chemours’s full electric energy requirements at the Chemours Location.

2.13 Renewable Resource Design and Equipment. Company does not warrant the Renewable Resource including but not limited to design, equipment, or output. Chemours acknowledges that no warranty exists with respect to the efficacy, efficiency, or life expectancy of the Renewable Resource and Company disclaims any and all such warranties. Chemours acknowledges that technological advances, changing market conditions, and actions of governmental authorities may affect the economic or operating performance of the Renewable Resource’s economics are based. Company disclaims all implied warranties with respect to the Renewable Resource, including, without limitation, warranties of merchantability and fitness for a particular purpose.


2.14 Ownership of Tax Attributes. The PPA does not provide credits or similar tax incentives that may arise as a result of



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Resource (“**Tax Attributes**”). However, in the event Company receives any Tax Attributes under the PPA, Company shall be the owner of such Tax Attributes and shall be entitled to transfer such Tax Attributes, if any, to any person.

2.15 No Assignment. This Agreement shall not be resold, assigned or otherwise transferred by either Party without the other Party’s prior written consent, which prior written consent shall not be unreasonably withheld. Chemours, however, may assign this Agreement to a creditworthy affiliate, and Company may assign this Agreement to any entity that, following approval of such actions by the Commission, becomes the supplier of electric service to the Chemours Location and assumes all of Company’s responsibilities under this Agreement.

2.16 Sales Taxes. Chemours shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal (“**Governmental Authority**”), on the sale of electric energy by Company to Chemours. In the alternative, Chemours may timely provide Supplier with the required documentation to exempt the goods or services from the Taxes or to evidence Chemours’ authority to remit the Taxes directly.

III. MISCELLANEOUS

3.1 Excuse of Force Majeure Event. Subject to the second sentence of this Section 3.1, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a *Force Majeure* Event (as defined below). The Party claiming relief as a result of the *Force Majeure* Event shall promptly (i) notify the other Party in writing of the existence and details of the *Force Majeure* Event; (ii) exercise all reasonable efforts to minimize delay caused by such *Force Majeure* Event; (iii) notify the other Party in writing of the cessation of such *Force Majeure* Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. For purposes of this Agreement, “**Force Majeure Event**” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party. Subject to the foregoing, *Force Majeure* Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of Governmental Authority, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) equipment failure or unavailability or delay in receiving equipment, parts, or supplies, and (v) strikes or labor disputes that result in price increases for electricity or inability to pay amounts required under this Agreement shall not constitute *Force Majeure* Events.

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3.2 Change in Law. In the event there is a Change in Law (as defined below) that is applicable to the operation of the Renewable Resource, the sale of electric energy produced by the Renewable Resource, or any other obligation of the Company hereunder, and compliance with the Change in Law results in an increase in Company’s costs to purchase, transmit, and deliver the Allocated Renewable Energy to Chemours, Company will promptly submit to Chemours a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Company’s costs; and (iii) Company’s proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Chemours may, within thirty (30) days of such notice from Company, submit to Company a written notice accepting or rejecting the adjustment proposed in Company’s notice. In the event Chemours rejects Company’s adjustment, Company may terminate this Agreement by thirty (30) days’ written notice to Chemours, without liability to Chemours. If Chemours rejects Company’s adjustment and Company does not terminate, then there will be no price adjustment. If Chemours accepts or does not reject the adjustment proposed by Company as described above in this Section 3.2, Chemours agrees to an adjustment in the then applicable rates. “**Change in Law**” means an amendment, modification, or other change of applicable law, regulation, order or ordinance, enacted, adopted, issued, or promulgated by a Governmental Authority after the date first written above.

3.3 LIMITATION ON DAMAGES. Except as explicitly provided in this Agreement, neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages arising out of or in connection with this Agreement.

3.4 Dispute Resolution. Exclusive Procedure. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, interpretation, termination, performance, or validity of this Agreement (each, a “**Dispute**”) shall be resolved pursuant to the procedures of this Agreement.

3.5 Dispute Notice. If a Dispute arises between Company and Chemours, then any Party to such Dispute (each, a “**Disputing Party**”) may provide written notice thereof to the other Disputing Party, including a detailed description of the subject matter of the Dispute (the “**Dispute Notice**”). Any Disputing Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Disputing Parties nonetheless will continue to pursue resolution of the Dispute pursuant to this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall any Party be entitled to bring a Dispute arising under this Agreement more than four (4) years after such Party knew or reasonably should have known of the facts or circumstances giving rise to the Dispute or, in the case of a Dispute with respect to any invoice, more than two (2) years after the date of the invoice. If information from the Renewable Resource with respect to the basis for charges and credits on an invoice is not available for the entirety of the 4-year or 2-year time periods prescribed in the preceding sentence, the absence of such information shall not be held against Company in a Dispute. For purposes of the immediately preceding sentence information from the Renewable Resource does not include information by Company to measure Renewable Energy entering Comp

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3.6 Informal Dispute Resolution. To the extent consistent with KRS Chapter 278, the Disputing Parties shall make a good faith effort to resolve the Dispute by prompt negotiations between or among each Disputing Party's representative so designated in writing to the other Disputing Party or Disputing Parties (each, a “**Manager**”) who shall have authority to settle the Dispute. If the Managers are not able to resolve the Dispute within sixty (60) days after the date of the Dispute Notice, then the Parties will be permitted to seek their rights and remedies permitted in law and equity. These provisions shall survive any termination of this Agreement.

3.7 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, including principles of good faith and fair dealing that will apply to all dealings under this Agreement without regard to the conflicts of laws principles of such state. The United States District Court for the Eastern District of Kentucky located in Lexington, Kentucky, or the Carroll County (Kentucky) Circuit Court, shall have exclusive jurisdiction and venue of any legal action arising out of this Agreement, and each Party submits to the exclusive jurisdiction of such Court. Disputes or other matters which are within the exclusive jurisdiction of the Commission under KRS Chapter 278 shall remain subject to adjudication by the Commission in lieu of the aforementioned Courts.

3.8 Forward Contract. Company and Chemours agree that, for the purpose of this Agreement, Company is a forward contract merchant and that this Agreement is a forward contract and commodity contract.

3.9 Notices. A CP Confirmation Notice shall be deemed properly given if sent to the address of such Party set forth below via nationally recognized overnight courier. Any other notice required by this Agreement to be made to a Party may be made in the same manner as a CP Confirmation Notice or by electronic mail to the e-mail address set forth below for the recipient. A Party may change its notice address by giving 10 business days’ prior written notice to the other Party.

3.9.1 If to Company:
Louisville Gas and Electric Company
220 W. Main St.,
Louisville, KY 40202
Attn: Lana Isaacson, Sr. Key Account Manager
E-Mail: [REDACTED]

Copy to:
Louisville Gas and Electric Company
c/o Legal Department 11th Floor
220 West Main Street
Louisville, KY 40202

3.9.2 If to Customer:
The Chemours Company FC, LLC
1007 Market Street
P.O. Box 2047
Wilmington, Delaware 19899
Attn: Michael Masiejczyk
E-Mail: [REDACTED]



3.10 Headings. Headings are for convenience only and do not affect this Agreement’s interpretation.

3.11 Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

Intending to be legally bound hereby, Company and Chemours have executed this Renewable Energy Agreement as of the Effective Date.

Company:

Customer:

Louisville Gas and Electric Company

The Chemours Company FC, LLC

DocuSigned by:
By: *Derek Kahn*
Derek Kahn

By: *Michael Masiejczyk*

9/17/2021 | 12:07 PM EDT

Michael Masiejczyk 9/17/21

Printed Name

Printed Name

Manager Business Services

Electricity Buyer

Title


Title



**Amendment to Renewable Power Agreement between
Louisville Gas and Electric Company
And
The Chemours Company FC, LLC**

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Linda C. Bridwell
Executive Director



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AMENDMENT NO. 1 TO RENEWABLE POWER AGREEMENT

THIS AMENDMENT NO.1 TO RENEWABLE POWER AGREEMENT (this “**Amendment**”) is entered into, effective as of September 30, 2021 (the “**Amendment Effective Date**”) by and among **Louisville Gas and Electric Company**, a corporation organized and existing under the laws of the Commonwealth of Kentucky (“**Company**”), and **The Chemours Company FC, LLC** organized and existing pursuant to the laws of the State of Delaware (“**CHEMOURS**”). Company and Chemours will individually be referred to as a “**Party**” and collectively as “**Parties**.” Capitalized terms used but not defined in this Amendment have the meanings set forth in the Existing Agreement (as defined below).

WHEREAS, the Parties entered into a Renewable Power Agreement (the “**Existing Agreement**”) on September 17, 2021;

WHEREAS, Section 1.4 of the Existing Agreement states that the PPA provides for a per-kWh rate of [REDACTED] per kWh and states that such rate is equal to the Renewable Energy Charge;

WHEREAS, the PPA, instead, provides for a lower per-kWh rate of [REDACTED];

WHEREAS, Section 1.1 of the Existing Agreement provides that the Renewable Resource will have a nameplate AC capacity rating of not less than 146 and not more than 162 MW;

WHEREAS, the PPA, instead, requires the Renewable Resource to have a nameplate AC capacity rating of not less than 112.5 and not more than 125 MW; and


WHEREAS, the Parties desire to amend the Existing Agreement to reflect the lower cost and reduced capacity of the Renewable Resource.

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

1. **Amendments.** The Existing Agreement is amended effective as of the Amendment Effective Date as follows:
 - a. The third sentence of Section 1.1 of the Existing Agreement is amended to read in its entirety as follows: “It will have a nameplate AC capacity rating of not less than 112.5 and not more than 125 MW.”
 - b. The first sentence of Section 1.4 of the Existing Agreement is amended to read in its entirety as follows: “The PPA provides for a per-kWh rate of [REDACTED] per kWh.”
 - c. The first sentence of Section 1.6.1 of the Existing Agreement is amended to read in its entirety as follows: “Company shall deliver to Chemours, and Chemours shall purchase on the terms set forth below, eight percent (8%) of the Renewable Energy (the “**Allocated Renewable Energy**”).”
 - d. The first sentence of Section 2.7(b) of the Existing Agreement is amended to read in its entirety as follows: “In addition, Chemours will pay Company the Renewable Energy Charge of [REDACTED] per kWh for all Allocated Renewable Energy other than Discounted Renewable Energy as defined in Section 2.7(c).”

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- e. The first sentence of Section 2.7(c) of the Existing Agreement is amended to read in its entirety as follows: “To the extent the Renewable Energy in any calendar year exceeds 347,560,000 kWh, all Renewable Energy in excess of such amount during such calendar year shall be treated as **“Discounted Renewable Energy”** in accordance with this Section 2.7(c).”
 - f. The third sentence of Section 2.7(c) of the Existing Agreement is amended to read in its entirety as follows: “Chemours will pay Company [REDACTED] per kWh (the **“Discounted Renewable Energy Charge”**) for any Discounted Renewable Energy included in Allocated Renewable Energy, with such Discounted Renewable Energy Charge paid in lieu of the Renewable Energy Charge with respect to such Discounted Renewable Energy.”
2. **Status of Contract.** As amended by this Amendment, the Existing Agreement shall continue in full force and effect.
3. **Miscellaneous.** This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky notwithstanding its conflict of laws rules or any principles that would trigger the application of any other law. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors in interest, legal representatives, and assigns permitted under the Existing Agreement. This Amendment may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto and thereto and deliveries by mail, courier, telecopy or other electronic means, but all of which taken together shall constitute a single agreement, and each executed counterpart shall have the same force and effect as an original instrument. This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[remainder of this page intentionally left blank]



The Parties have executed this Amendment to be effective as of the Amendment Effective Date.

Company:

Louisville Gas and Electric Company

DocuSigned by:
By: Derek Rahn
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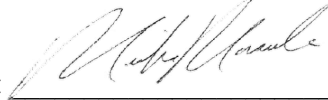
Name: Derek Rahn

Title: Manager Business Services

Date: 10/8/2021

Customer:

The Chemours Company FC, LLC

By: 

Name: Michael Masiejczyk

Title: Electricity Buyer

Date: 10-8-21

