Rubin & Hays

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CHARLES S. MUSSON
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February 11, 2016

Mr. Ron Herd, Chairman
Kentucky Municipal Energy Agency
450 South Third Street
Louisville, Kentucky 40202

      Re: Legal Services Agreement with Kentucky Municipal Energy Agency

Dear Mr. Herd:

The purpose of this letter is to set forth certain matters concerning the services we will perform as legal counsel to the Kentucky Municipal Energy Agency ("KyMEA") in connection with the formation of KyMEA and general matters which may come before KyMEA from time to time.

Scope of Engagement

In this engagement, we expect to perform general legal services which may include matters relating to the formation and establishment of KyMEA as a public agency under the Kentucky Interlocal Cooperation Act; the drafting and review of basic agreements relating to purchase of power supply by KyMEA and the reselling of such power supply through arrangements with its Members; assisting KyMEA in the presentation and explanation of the power supply arrangements to the local governing boards of its Members; assisting KyMEA in seeking from other governmental authorities such approvals, permissions and exemptions as are necessary or appropriate in connection with the power supply arrangements and its operations; and review of legal issues relating to the operation and functioning of KyMEA as a public agency.

Attorney-Client Relationship

Upon execution of this engagement letter, KyMEA will be our client and an attorney-client relationship will exist between us.

Conflicts

As you are aware, our firm represents, many political subdivisions, companies and individuals. It is possible that during the time that we are representing KyMEA, one or more of our present or future clients may have transactions with KyMEA. It is also possible that we maybe asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of municipal bonds or securities. We do not believe such representation, if it occurs, will adversely affect our ability to represent KyMEA as provided in this letter either because such matters will be sufficiently different so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our representation of KyMEA. However, if a perceived conflict were to arise, we would notify KyMEA accordingly. Execution of this letter will signify KyMEA's consent to our representation of others consistent with the circumstances described in this paragraph.

Records

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

KyMEA will be responsible for paying our legal fees. Such legal fees shall be based on an hourly rate of $325 for partners' services, $200 per hour for services of an associate and $125 per hour for paralegals. In addition, KyMEA will pay reasonable out of pocket expenses which may be paid or advanced on behalf of KyMEA by our firm.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

RUBIN & HAYS

By _____

Accepted and Approved:

KENTUCKY MUNICIPAL ENERGY AGENCY

By: _____
Title: _____
Date: _____