

AGREEMENT REGARDING TRANSMISSION SCHEDULING

This Agreement Regarding Transmission Scheduling ("Agreement") is entered into as of the ____ day of _____, 2017, between American Municipal Power, Inc., ("AMP") and the Kentucky Municipal Energy Agency ("KyMEA") (each a "Party," collectively, the "Parties").

WHEREAS, AMP has contracted to provide electric power and energy and related services to two of KyMEA's members, the Electric Plant Board of the City of Benham, Kentucky, d/b/a Benham Power Board ("Benham") and the City of Paris, Kentucky ("Paris"), during the period from May 1, 2017 through April 30, 2019 (and beyond for Benham); and

WHEREAS, KyMEA is procuring transmission services from Louisville Gas and Electric Company and Kentucky Utilities Company ("LG&E/KU") and from the Midcontinent Independent System Operator, Inc. ("MISO") suitable for delivery of energy from AMP resources to Benham and Paris; and

WHEREAS, KyMEA desires to designate AMP as its agent for the purpose of scheduling the use of KyMEA's transmission service rights for deliveries of AMP's power supply to Benham and Paris; and

WHEREAS, AMP desires to be the scheduling agent for its deliveries to Benham and Paris;

NOW, THEREFORE, KyMEA and AMP agree as follows:

1. Term and Service Term

This Agreement shall become binding upon execution by both Parties and shall terminate on April 30, 2019. The Service Term shall be from May 1, 2017 through April 30, 2019. All obligations incurred pursuant to this Agreement prior to its termination shall be preserved until satisfied.

2. Designation of AMP as Scheduling Agent

KyMEA hereby designates and authorizes AMP, and AMP hereby accepts and agrees, to be KyMEA's exclusive scheduling agent for transmission services (including ancillary services) to be provided during the Service Term by LG&E/KU and MISO for deliveries of electric power and energy from AMP resources to the loads of Paris and Benham. Neither Party shall owe compensation to the other as a result of this Agreement.

3. Coordination to facilitate KyMEA invoicing to Paris and Benham

To facilitate the timely and accurate invoicing by KyMEA to Paris and Benham of the costs KyMEA will incur as the transmission customer for the LG&E/KU and MISO services used for deliveries to Paris and Benham, the Parties agree as follows:

- a. For the purpose of obtaining from AMP the information necessary to determine the respective cost responsibilities of Paris and Benham for transmission services each month during the Service Term, KyMEA shall provide copies to AMP of the invoices received from LG&E/KU and MISO for those services.
- b. Within five (5) business days of receipt of each LG&E/KU or MISO invoice copy from KyMEA, AMP will notify KyMEA in writing of the proper allocation of charges and credits between Paris and Benham for those categories of services or other invoice elements (including credits for "depancaking," if applicable, under LG&E/KU's Rate Schedule FERC No. 402) for which the amounts are not delineated in the transmission provider's invoice separately for Paris and Benham.
- c. The Parties will cooperate in good faith in the further sharing of information as may be appropriate to support the efficient and cost-effective implementation of transmission services for Paris and Benham.

3. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, KyMEA and AMP execute this Agreement to be effective as of the date first written above.

KENTUCKY MUNICIPAL ENERGY AGENCY: Signature: _____ Name: <u>Ronald W. Herd</u> Title: <u>Chairman</u>	AMERICAN MUNICIPAL POWER, INC.: Signature: _____ Name: <u>Marc S. Gerken, P.E.</u> Title: <u>President/CEO</u>
Attest: Signature: _____ Name: <u>Vent Foster</u> Title: <u>Secretary</u>	Approved as to Form: Signature: _____ Name: _____ Title: _____