

COMMERCIAL POWER CONTRACT

THIS CONTRACT, made this 24TH day of NOVEMBER, 2010, by and between

**TODD COUNTY BOARD OF EDUCATION
205 AIRPORT ROAD, ELKTON, KY 42220**

hereinafter called the "Customer", and Pennyryle Rural Electric Cooperative Corporation

with office at HOPKINSVILLE, KY, hereinafter called the "Distributor".

WITNESSETH:

WHEREAS, the customer has applied to the Distributor for electricity for the

Operation of a ALTERNATIVE SCHOOL at 804 S. MAIN ST., ELKTON, KY.

NOW, THEREFORE, in consideration of the premises and the mutual agreements

hereinafter set forth, the parties hereto agree as follows:

- 1. The Distributor will supply and the customer will pay for, all electricity required for the operation of a ALTERNATIVE SCHOOL at ELKTON, KY, in accordance with the terms hereof and the Rules and Regulations of the Distributor, a copy of which is attached hereto and hereby made a part hereof. This contract allows a maximum demand not exceeding 50 KW. The Customer shall not take electricity in excess of such maximum demand except by agreement of Distributor and revision of contract, but nothing herein contained shall be construed to relieve the Customer of the obligation to pay for such amounts of electricity as may actually be taken.**

In the event Customer does take power during any period in excess of the contract demand specified, Customer hereby agrees to reimburse and indemnify Distributor for any damage to Distributor's equipment including necessary materials, labor, and all other required expense incurred by Distributor due to the excess power usage. Further, and in the event of said excess power usage by Customer, the Distributor shall be immediately entitled to require a revised Contract to meet the power and equipment requirements of the Customer, and Distributor shall be entitled to change to the required equipment and facilities promptly.

- 2. Attached hereto and hereby made a part hereof is a rate schedule; designated Rate Schedule GSA or any replacements thereof and the electricity sold hereunder shall be purchased and paid for by the Customer according to the provisions of said Rate Schedule GSA, or any replacements thereof.**

3. The Customer shall pay as a minimum the amounts determined under the provision of the attached rate schedule entitled "Minimum Bill" but in no case shall the minimum bill referred to in said schedule be less than \$14.51.
4. The electricity furnished hereunder shall be in the form of THREE-PHASE, WYE-WYE, 4 WIRE alternating current, at approximately 60 cycles and 120/208 volt.
5. The Point of Delivery for the electricity supplied hereunder shall be the first point of contact with Customer's electrical service entrance equipment and maintenance by the Distributor or approximately the above-stated voltage and frequency at said Point of Delivery shall constitute delivery of electricity for the purpose of this contract. The electricity to be supplied the Customer hereunder shall be metered at the low-tension side of the step-down transformer bank or banks of a substation to be constructed, owned, and operated by the Distributor. Distributor will install only such protective devices as in its opinion are necessary for the protection of its transformer bank or banks and/or the transmission line or transmission lines supply power to such substation. The Customer shall furnish the Distributor gratis with a suitable substation site and a right-of-way thereto over the property of the Customer for the period hereof, the transformer banks, transmission facilities, and other equipment installed hereon to be considered the personal property of the Distributor. The Distributor's agents and employees shall have free rights in ingress and egress on said site and right-of-way.
6. *Electrical Fluctuations.* The power and energy taken by Customer hereunder shall not be used in such manner as to cause unusual voltage fluctuations of disturbances to Distributor's or TVA's system. In the event Customer's use of power causes fluctuations of disturbances on Distributor's or TVA's system, Distributor may require Customer, at Customer's expense, to install suitable apparatus to keep such fluctuations or disturbances within reasonable limits. Customer shall reimburse and indemnify Distributor for all necessary expense required from any damage done to equipment thereby, including necessary materials, labor, and all other required expenses.

It is agreed that Distributor assumes no responsibility, financial or otherwise, for objectionable voltage variations, including harmonic distortion, which may be caused on Customer's system by the operation of Customer's equipment.

It is agreed that if customer accepts the open wye-open delta transformer connections, certain of customer's equipment may be subject to voltage unbalances that may exceed manufacturer's recommended tolerances and limits. If this situation does occur, it will be at the customer's expense to make whatever corrections needed to provide the recommended tolerances and limits required for operation of customer's equipment.

7. The term of this contract shall be FIVE (5) years. This Contract shall begin on the date the delivery of electricity hereunder is actually begun, which it is estimated will be approximately, DECEMBER, 2010. Thereafter, this contract (with the exemption of item 3) shall be automatically extended from year to year unless written notice to the contrary is given by either party to the other at least ninety (90) days prior to the expiration of the initial term or any yearly period or extension.

8. This contract shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties hereto, but is not assignable by the Customer without written consent of the Distributor.

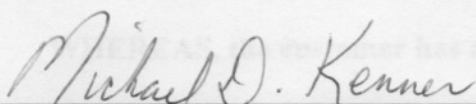
IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in NOVEMBER the day and year first above written.

Member: All information in this section is required. Please complete in full.

TODD COUNTY BOARD OF EDUCATION

FED ID# 61-6001275

(Required)



Company Representative & Title (Signature)

Company Representative & Title (Print)

Company Witness (Signature)

Company Witness (Print)

Date

This section for Pennyrile RECC use only.

PENNYRILE RURAL ELECTRIC

PRECC President & CEO (Signature)

Eston Glover, President & CEO

PRECC President & CEO (Print)

PRECC Witness (Signature)

John W. Wheeler Jr., P.E.

PRECC Witness (Print)

Date