

Blue Grass Energy

what must be done to place the facility in compliance

- 13) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

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

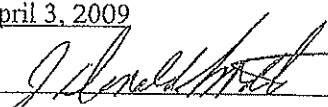
I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and Blue Grass Energy's Net Metering Tariff.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

DATE OF ISSUE April 3, 2009

DATE EFFECTIVE: May 3, 2009

ISSUED BY



TITLE CFO & Vice President, Financial Services

Issued by authority of an Order of the Public Service Commission of Kentucky in  
Case No. 2008 -00169 Dated \_\_\_\_\_