

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT TO SERVICE AGREEMENT is made and entered into this 26th day of January, 2010, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Henderson, KY 42420, and **TYSON CHICKEN, INC.**, 2200 Don Tyson Parkway, Springdale, AR 72762;

WITNESSETH:

(1) Henderson Union Electric Cooperative and Hudson Foods, Inc. entered into a Service Agreement dated August 14, 1996, and Kenergy Corp. ("Kenergy") is now successor in interest to Henderson Union Electric Cooperative and Hudson Foods, Inc. has changed its name to Tyson Chicken, Inc. ("Tyson Chicken"); and

(2) Kenergy and Tyson Chicken desire to amend said Service Agreement;

NOW, therefore, in consideration of the promises and covenants of the parties hereto and other valuable consideration, receipt being acknowledged, **IT IS AGREED** that said August 14, 1996, Service Agreement is amended as follows:

1. Kenergy Corp. is substituted for Henderson Union Electric Cooperative as Seller and Tyson Chicken, Inc. is substituted for Hudson Foods, Inc. as Customer.

2. In Section 3.04 Maximum Demand the maximum instantaneous demand is changed from 10,000 kW to 12,000 kW.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 4/9/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

3. In Section 4.01 Rates LP-4 tariff is deleted and substituted therefor is Schedule 33 tariff. Attached hereto as new "Exhibit B" is a copy of Schedule 33 tariff.

4. In Section 4.04 Billing Demand the subsequent minimum billing demand is changed from 2,001 kW to 7,200 kW.

5. Section 4.06 Guaranty is deleted in its entirety and substituted therefor is the following:

4.06. CONSUMER DEPOSIT

As security for payment of its monthly billing obligations, Customer shall be required to provide Seller a cash deposit, an irrevocable bank letter of credit or a surety bond representing two (2) months' estimated billing, being the total amount of \$440,850 and Seller hereby acknowledges receipt of same. Any cash deposit will earn interest in accordance with the law, and interest earned will be paid annually to Customer. Letters of credit and surety bonds must be approved by Kenergy. Annually the parties shall adjust the amount of the deposit, letter of credit or surety bond accordingly.

6. The addresses in Section 12 Notices are deleted and substituted therefor are the following:

To the Seller: Kenergy Corp.
Post Office Box 18
Henderson, KY 42419
Attention: President

To the Customer: Tyson Chicken, Inc.
2200 Don Tyson Parkway
Springdale, AR 72762

7. This Amendment shall not be effective unless approved or accepted in writing by the Kentucky Public Service Commission.

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8. In all other respects the terms and conditions of said August 14, 1996, Service Agreement are adopted and reaffirmed in their entirety.

IN WITNESS WHEREOF the parties have executed this amendment this the day and date first above written.

SELLER:

KENERGY CORP.

By *Sandy Novick*
Sandy Novick, President and CEO

CUSTOMER:

TYSON CHICKEN, INC.

By *Rex Holstein*
Rex Holstein
(printed name)
Dir. Commodity Purchasing
(title)

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