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PUBLIC SERVICE  
AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE

**THIS AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE**  
("Agreement") dated this 9<sup>th</sup> day of SEPTEMBER, 2015, between **TYSON CHICKEN, INC.**, 2200 Don Tyson Parkway, Springdale, AR 72762, ("Consumer") and **KENERGY CORP.**, a Kentucky electric cooperative corporation, 6402 Old Corydon Road, Henderson, KY 42419-0018, ("Kenergy");

**WHEREAS:**

(1) Pursuant to a merger in the year 1997 Tyson Chicken, Inc. became the Consumer in Hudson Foods, Inc.'s electric service agreement dated August 14, 1996, with Henderson Union Electric Cooperative (now Kenergy);

(2) The August 14, 1996, Service Agreement was amended by an agreement executed on January 26, 2010, between Consumer and Kenergy; and

(3) Consumer and Kenergy desire to amend said Agreement for Electric Service to reflect modifications to that agreement.

**NOW**, therefore, the premises considered and for valuable consideration, including the mutual promises and covenants of the Consumer and Kenergy, **IT IS AGREED** as follows:

1. The rights and obligations created hereunder this Agreement shall not be enforceable unless and until this Agreement and the corresponding consent by Big Rivers

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>12/2/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

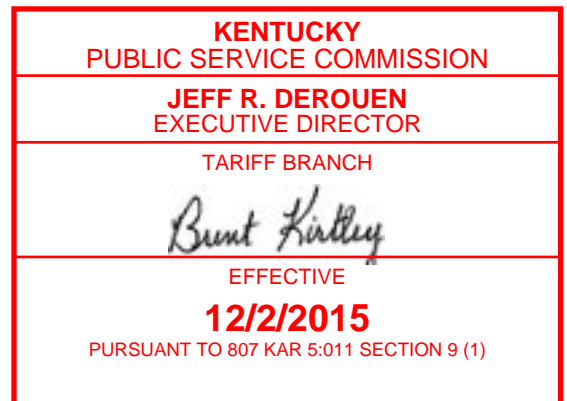
Electric Corporation to this Agreement are approved or accepted in writing by the Kentucky Public Service Commission and the Rural Utilities Service (whichever is later), as required.

2. Consumer and Kenergy agree as follows:

- (a) Section 4.01 Rates is amended to reflect that the applicable tariff is Schedule 35, not Schedule 33. Schedule 35 is attached hereto and made part of this agreement as "Exhibit A."
- (b) Section 3.04 Maximum Demand is changed from 12,000 kW to 14,000 kW with a minimum demand of 8,400 kW.
- (c) Section 4.06 Consumer Deposit is deleted and replaced with the following:

As security for payment of its monthly billing obligations, Consumer shall provide Seller a cash deposit or irrevocable letter of credit from an "A" rated bank representing two (2) months estimated billing, being the total amount of \$842,121.42. Any cash deposit will earn interest in accordance with the law, and interest earned will be paid annually to Consumer. Annually, the parties shall adjust the amount of the deposit or letter of credit based on the prior year's average monthly billing multiplied by two.

3. In all other respects the terms and conditions of the August 14, 1996, Electric Service Agreement and the January 26, 2010, Amendment are readopted and affirmed in their entirety.



IN TESTIMONY WHEREOF, witness the hands of the parties

hereto this the day and date first above written.

CONSUMER

TYSON CHICKEN, INC.

By *Phil Spelling*

Agent for Tyson Chicken, Inc.

*Phil Spelling*

(printed name)

*Sr. Director, CPG*

(title)

KENERGY:

KENERGY CORP.

By *Sanford Novick*

*SANFORD NOVICK*

(printed name)

*CEO*

(title)

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**12/2/2015**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)