

ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO
AGREEMENT FOR ELECTRIC SERVICE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is effective this the 22 day of May, 2012, between and among ADVENT MINING, LLC, a Kentucky corporation, 3603 Hwy. 370 East, Sebree, KY 42455 (“Assignor”); SEBREE MINING, LLC, 1717 South Boulder Avenue, Tulsa, OK 74119 (“Assignee”); and KENERGY CORP., a Kentucky electric cooperative corporation, 6402 Old Corydon Road, Henderson, KY 42419-0018 (“Kenergy”);

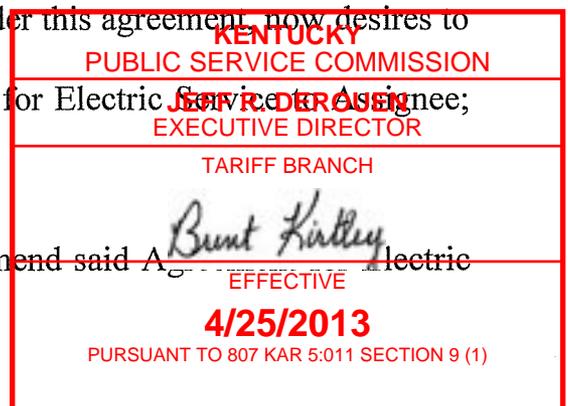
WHEREAS:

(1) Pursuant to an Assignment and Assumption Agreement dated August 4, 2004, Allied Resources, Inc. became Consumer under an Agreement for Electric Service dated October 14, 2003, between Steamport LLC and Kenergy, the service address being Highway 370, Onton, Kentucky,

(2) Pursuant to an Assignment and Assumption Agreement dated August 4, 2004, Allied Resources, Inc. assigned its rights and obligations in the foregoing electric service contract to Advent Mining, LLC;

(3) Advent Mining, LLC, Assignor under this agreement, now desires to assign its rights and obligations under said Agreement for Electric Service to Assignee; and

(4) Assignee and Kenergy desire to amend said Agreement for Electric Service to reflect necessary updates to that agreement.



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

1. Assignor hereby transfers and assigns to Assignee all of Assignor's rights and obligations under the aforementioned Agreements for Electric Service with Kenergy. This Agreement shall be effective as of April 1, 2012, provided that the parties hereto shall not be bound by this Agreement, and the rights and obligations created hereunder this Agreement shall not be enforceable unless and until this Agreement and the corresponding consent by Big Rivers Electric Corporation to this Agreement are approved or accepted in writing by the Kentucky Public Service Commission and the Rural Utilities Service, as required.

2. Assignee accepts such assignment and assumes all obligations of Assignor thereunder. Additionally, Assignee and Kenergy agree that the Assignee shall pay Kenergy for service hereunder at the rates and upon the terms and conditions set forth in Schedule 35 of Kenergy's filed tariff, attached to and made a part of this Agreement as "Exhibit A" (the "Schedule"). Notwithstanding any provision of the Schedule and irrespective of Assignee's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 4,800 kilowatts per month for any billing period, and not more than 8,000 kilowatts per month for any billing period. In any event the Assignee shall pay Kenergy not less than \$50,500.00 per month for service or for having service available hereunder during the term hereof.

KENTUCKY
PUBLIC SERVICE COMMISSION
JAMES D. BROWN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
4/25/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

3. Kenergy hereby consents to the foregoing assignment and assumption under this Agreement, and as of the effective dates of this Agreement releases Advent Mining, LLC from all obligations under the Electric Service Agreement set forth above.

4. This Agreement shall inure to the benefit of and be binding upon the Assignor, Assignee, and Kenergy, and their respective successors and permitted assigns.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto this the day and date first above written.

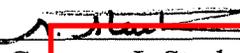
ASSIGNOR:

ADVENT MINING, LLC
By 
Chester M. Thomas, President

ASSIGNEE:

SEBREE MINING, LLC
By Bill Adelman
Manager of Sebree Mining, LLC
Bill Adelman
(printed name)
General Manager
(title)

KENERGY:

KENERGY CORP.
By 
Gregory J. Starheim
President and CEO

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE 4/25/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)