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COMMISSION

SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 14th day of August, 1996, by and between HENDERSON UNION ELECTRIC COOPERATIVE, P.O. Box 18, Henderson, Kentucky 42420 (hereinafter referred to as "Seller"), and HUDSON FOODS, INC., 1225 Hudson Road, Rogers, Arkansas 72757 (hereinafter referred to as "Customer");

WITNESSETH: That for and in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree as follows:

1. GENERAL OBLIGATIONS

Seller shall make available, sell, and deliver to the Customer, and Customer shall take and pay for all of the electric power and energy as specified herein and required by Customer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions herein specified.

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OF KENTUCKY
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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
DIRECTOR, RATES & RESEARCH DIV

EXHIBIT I TO THE LETTER AGREEMENT BETWEEN BIG RIVERS ELECTRIC CORPORATION AND HENDERSON UNION ELECTRIC COOPERATIVE DATED APRIL 10, 1997.

2. MEMBERSHIP

2.01 Member

(a) Customer shall become a member of Seller, shall pay the membership fee of $25.00, and shall be bound by such rules and regulations as may from time to time be adopted by Seller.

(b) Customer's representative will become a member of Seller's advisory board and if elected according to Seller's rules and regulations a member of Seller's Board of Directors.

3. SERVICE CHARACTERISTICS

3.01 Type

Service hereunder shall be alternating current, three-phase, four-wire, 60 hertz, at approximately 480 volts, as described upon Exhibit A and otherwise of a quality consistent with prudent operating practices and Kentucky Public Service Commission standards in order that service provided hereunder will not have an adverse effect on Customer's facilities.

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BY: [illegible]
SECRETARY OF THE COMMISSION

3.02 Delivery Point

The point of delivery of the power and energy made available hereunder shall be at the 25 kV breaker(s) in Seller's substation, as described upon Exhibit A.

The 25 kV breaker(s) within Seller's substation are located on the low side of Seller's substation transformer served by Seller's transmission system.

3.03 Service Restriction

Subject to the other terms and conditions hereof, Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power except electric power and energy generated on Customer's plant site.

3.04 Maximum Demand

The maximum instantaneous demand of Customer during the term of this agreement, or any extension hereof, shall be 10,000 kW. Upon six (6) months written notice of Customer, the maximum demand shall be increased to a level sufficient to meet Customer's needs. The minimum incremental increases shall be determined by mutual agreement.

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BY: [illegible]
EXECUTIVE DIRECTOR

3.05 Electric Disturbance and Phase Balancing

(a) Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (I) cause damage or interference with Seller's system, systems connected with Seller's system, or facilities or other property in proximity to Seller's system, or (ii) prevent Seller from serving other customers satisfactorily.

(b) Seller may require Customer, at Customer's expense, to make such changes in its system as may be necessary to reasonably limit such interferences and disturbances.

(c) Customer shall take and use the power and energy hereunder in such a manner that the load at that point of delivery shall not cause an imbalance between phases of more than 15%. Should the load be imbalanced so as to cause interference with the Seller's system or to systems connected to Seller's system, Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such condition. In addition to any other remedies the Seller may have hereunder, should Customer fail to make such changes, Seller may in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

3.06 Power Factor

Power factor requirements are as described upon Exhibit B.

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DIRECTOR, RATES & RESEARCH DIV.

3.07 Metering

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated and maintained by Seller and shall be and remain the property of Seller. Upon written request of Customer, Seller shall provide, at the expense of the Customer, instantaneous readout KYZ impulses and remote access to metering equipment to allow instantaneous on-

site readout at Customer's plant of electric demand and energy. Seller shall provide Customer with remote access to metering equipment and install all metering equipment at Customer's cost to allow an instantaneous on-site readout at Customer's plant of electric demand and energy.

(b) For billing purposes, the meters shall store Customer's demand and energy information for the current month at midnight of the last day of the month and be read on or about the first day of each month.

(c) All testing of metering equipment shall be performed by Seller in accordance with applicable rules and regulations of the Kentucky Public Service Commission. Customer shall be provided with 72 hours prior notice by Seller of meter testing and may witness same. The results of such tests shall be provided to Customer within (3) working days of receipt by Seller. Should it be determined through such a test that metering equipment was registering inaccurately, Seller shall immediately correct the metering and adjust Customer's billing as required by Kentucky Public Service Commission.

(d) Customer may install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities and characteristics of electricity delivered under this agreement.

(e) The metering point shall be in Seller's substation as described upon Exhibit A.

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3.08 Facilities and Services Provided by Customer

(a) Customer shall furnish, install and own all facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at 480 volts as described upon Exhibit A.

(b) Customer shall furnish at no cost to Seller, right-of-ways or easements across Customer's property sufficient to place the required transmission and distribution equipment to provide electric service described in this agreement. All such rights-of-ways shall be located at mutually agreeable routes.

3.09 Facilities and Services Provided by Seller

Seller shall furnish, install and own all of the facilities required for the delivery of electric power and energy to the Customer at 480 volts as shown upon Exhibit A. All such facilities shall be at mutually agreeable locations.

3.10 Operation and Maintenance of Facilities

(a) Seller shall operate and maintain, or cause to be operated and maintained, all facilities and equipment owned by it or its power supplier and comply with all applicable laws, codes, and regulations.

(b) Customer shall operate and maintain all of the facilities and equipment owned by it in accordance with all applicable laws, codes, and regulations.

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DIRECTOR, RATES & RESEARCH DIV

(c) Title to and risk of loss with respect to power and energy delivered hereunder will pass to and rest in the Customer only when the same is made available by the Seller at the delivery point.

3.11 Determination of Original Cost of Facilities

Within ninety (90) days of Seller's completion of substation and distribution facilities identified on Exhibit A, Seller shall provide Customer a description of the facilities so installed and the cost of each item. Seller's computations of original cost of facilities shall include Seller's direct costs (actual cost of labor, material and transportation) and Seller's indirect costs directly attributable to the labor (social security, vacation time, sick leave, health insurance, retirement, etc.).

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SECRETARY OF THE COMMISSION

4. PAYMENT

4.01 Rates

(a) Customer shall pay Seller for service hereunder at the rates set forth upon Exhibit B (LP-4 tariff), attached hereto and made a part hereof, subject to such changes as may become effective from time to time by operation of law or by order of the Kentucky Public Service Commission.

(b) Seller shall revise said Exhibit B to reflect changes approved by the Kentucky Public Service Commission in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of Seller to promptly revise Exhibit B shall not affect Customer's duty to pay for

service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective date of such change.

(c) Should Seller or its power supplier file rates or provide benefits which would lower rates to customers similarly situated or otherwise benefit such customers, Customer's billing, if Customer qualifies for such rate or benefits, shall be lowered in accordance with such change.

4.02 Demand Credit

Subject to Kentucky Public Service Commission approval, a demand credit period will commence, and continue for sixty (60) consecutive months, on the first day of the first month after the date the Kentucky Public Service Commission issues its approval of this agreement. During the demand credit period Customer will receive demand credits from the Seller each month the metered demand exceeds 1,000 kilowatts. Demand credits will be calculated in the following manner, provided, however should the Kentucky Public Service Commission not approve the manner in which demand credits are calculated, this contract shall be amended to be consistent with the Kentucky Public Service Commission rules and regulations and the maximizing of available demand credits for the benefit of Customer, to-wit:

For the first twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts times 0.5, times the demand charge listed in the prevailing LP-4 rate.

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DIRECTOR, RATES & RESEARCH DIV.

For the second twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts times 0.4, times the demand charge listed in the prevailing LP-4 rate.

For the third twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts times 0.3, times the demand charge listed in the prevailing LP-4 rate.

For the fourth twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts times 0.2, times the demand charge listed in the prevailing LP-4 rate.

For the fifth twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts times 0.1, times the demand charge listed in the prevailing LP-4 rate.

4.03 Taxes

Customer shall pay all taxes, charges, or assessment now or hereafter applicable to electric service hereunder; provided, however, that Seller shall assist Customer in obtaining exemptions, allowances and credit from such taxes available to it under applicable law. Seller shall cooperate with Customer to secure all such exemptions, allowances and credits available to Customer under applicable laws that could reduce or eliminate any payment of such taxes required to be made by Customer. Seller and Customer shall cooperate so as to minimize the liability of either

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party for such taxes. However, Seller is not responsible for resulting damages to Customer in the event all exemptions, allowances and credits are not obtained.

4.04 Billing Demand

(a) Beginning with the initial billing period, the minimum billing demand of Customer shall be as follows:

Months	kW
1 - 2	600
3 - 6	1,000
7 - 12	2,000
Subsequent	2,001

(b) The minimum billing demand will be increased by the same amount, and at the same time, the maximum demand is increased in accordance with Section 3.04.

(c) Beginning with the initial billing period, the energy billed each month shall be the greater of the metered kWhs or the minimum energy as follows:

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Months	kWh
1 - 2	150,000
3 - 6	250,000
7 - 12	500,000
Subsequent	900,000

(d) Should Customer's billing demand exceed 10,000 kW, Customer may elect to renegotiate this agreement including without limitation an alternative tariff applicable to other customers with a billing demand greater than 10,000 kW.

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4.05 Terms of Payment

The terms of payment are as described upon Exhibit B.

4.06 Guaranty

As assurance of Customer's ability to pay all of its obligations hereunder, Seller accepts letter from RaboBank confirming Customer's credit worthiness (Exhibit C) and separate Corporate Guaranty executed by Hudson Foods, Inc. (Exhibit D).

Should the rating classification of Customer, as reported in the rating summary of Dun & Bradstreet, Inc.'s Business Information Report, be downgraded by two or more classifications from its existing 5A1 rating, Seller shall have the right to

require reasonable financial assurances of the ability of Customer to satisfy its financial obligations hereunder. See paragraph 2 of Corporate Guaranty, Exhibit D.

5. CONTINUITY OF SERVICE

5.01 Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or becomes defective, by reason of force majeure, Seller shall not be liable therefor, or for damages caused thereby. Such event of force majeure shall not affect the obligation of Customer to pay for all power and energy actually used during each billing period.

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BY

5.02 The term "force majeure" as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of the government, whether Federal, State or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment, or transmission lines, inability to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike

those herein enumerated and which could not be avoided despite the exercise of due diligence by Seller.

6. TERM

6.01 Initial Term and Renewals

(a) Subject to the provisions of 6.01 (b) below, this agreement shall remain in full force and effect for an initial term of one (1) year from the date hereof and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination.

(b) If Customer receives demand credits described in Section 4.02 a term of ten (10) years will commence at the date the demand credit period begins and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination. Notwithstanding anything herein to the contrary, should Customer receive demand credits pursuant to Section 4.02 above, Customer may upon thirty (30) days prior written notice terminate this agreement. In such an event Customer shall pay Seller an amount equal to the sum

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of all demand credits as described in Section 4.02 that were received plus interest thereon at a rate of 8% per annum.

(c) In the event Customer terminates this agreement and Customer desires to utilize Seller's facilities, Customer and Seller agree to negotiate in good faith a wheeling charge applicable to energy that is not purchased from Seller but is distributed by Seller to Customer. Should Customer terminate this agreement and not utilize Customer's facilities or should Customer and Seller be unable to agree upon a wheeling charge as set forth above, Customer shall pay to Seller the stranded costs, if any, of the facilities installed by Seller for the benefit of the Customer but no longer utilized by the Customer in accordance with the rules and regulations of the Kentucky Public Service Commission or other State or Federal Agency having jurisdiction over such matters.

6.02 Assignment

This agreement shall not be assigned without the prior written consent of the nonassigning party, which consent will not be unreasonably withheld. The nonassigning party may withhold approval of a proposed assignment until, among other things, the nonassigning party has been provided with all information it may require regarding the proposed assignee, and until the proposed assignee has provided the nonassigning party with assurances, if any, required by the nonassigning party.

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6.03 Termination

In the event the Seller shall cancel this agreement for any breach or default on the part of the Customer, or should Customer discontinue or abandon the operation of its facilities, or should Customer choose to generate power on site, there shall immediately become due and payable to Seller, as liquidated damages, a facilities abandonment charge equal to the greater of 25% of the original investment, or depreciated book value of the substation and distribution facilities installed by Seller to meet its requirements under this agreement; provided, however, liquidated damages shall not be payable if Seller's facilities continue to be used to provide power to Customer. Additionally, Customer shall pay Seller an amount equal to the sum of all demand credits described in Section 4.02 that were received, plus interest thereon at a rate of 8% per annum.

7. RIGHT OF ACCESS

7.01 Duly authorized representatives of Seller shall be permitted to enter the customer's premises in order to carry out the provisions of this agreement.

7.02 Each party at no cost to the requesting party shall furnish such reports and information concerning its operations as the other may reasonably request from time to time.

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DIRECTOR, RATES & RESEARCH DIV.

8. COMMON DELIVERY POINTS

Seller shall integrate demand charges, billing and measurement of electric power and energy delivered to the facilities. Upon the request of Customer, Seller shall take appropriate steps to integrate demand charges, billing and measurement of electric power to its facilities and other facilities owned by Customer with Customer being responsible for additional equipment costs, if any, in a manner acceptable to the Public Service Commission of Kentucky.

9. DIRECT ACCESS AND RETAIL WHEELING

Should Seller permit or any governmental authority having jurisdiction over Seller order or otherwise direct "open access" and/or pass through tariffs to be adopted providing service including but not limited to retail wheeling for third parties or transmission, then such service arrangement and associated tariffs shall be made available for the benefit of Customer. Should Customer elect to utilize such a tariff, this agreement shall be amended to accommodate the benefits of such tariff to Customer with Seller assisting and cooperating with Customer in initiating such activities.

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10. REAL TIME INFORMATION NETWORK

Should seller permit or any governmental authority having jurisdiction over Seller permit, order or otherwise direct Seller to adopt tariffs or to allow third parties simultaneous access to information through "real time" information, networks or similar arrangements, Seller at the request of Customer shall amend this agreement and make available the facilities and information to provide Customer the benefits of such tariffs and information.

11. REMEDIES OF THE PARTIES

Except as specifically provided for herein, nothing contained in this agreement shall be construed to, limit or deprive either party of any means of enforcing remedy, either at law or equity for the breach of any of the provisions of this agreement. Waiver at any time by either party of rights with respect to a default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

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BY: [illegible]
[illegible]

12. NOTICES

Any written notice, demand or request required or authorized under this agreement shall be deemed properly given to or served upon the other party if the

notice is in writing and placed in the mail, postage prepaid, or delivered to the other party at the following address:

To the Seller: **Henderson Union Electric Cooperative**
Post Office Box 18
Henderson, Kentucky 42420
Attention: President

To the Customer: **Invoices and billings as follows:**

Hudson Foods, Inc.
Post Office Box 439
Robards, Kentucky 42452
ATTN. Comptroller of Accounts

All other notices as follows:

Hudson Foods, Inc.
Post Office Box 439
Robards, Kentucky 42452
ATTN. Complex Manager

Each party shall have the right to change the name of the person or location to whom or where the notice shall be given or served by notifying the other party in writing of such change.

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13. SEVERABILITY

The invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.

14. SUCCESSION

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto. -

15. ENTIRE AGREEMENT; JURISDICTION AND VENUE

The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; provided, however, that service to the Customer shall be subject to the provisions of Seller's articles of incorporation and bylaws and subject to the lawful orders of the Public Service Commission, Rural Utilities Service, and the National Rural Utilities Cooperative Finance Corporation. All respective rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Kentucky. Henderson Circuit Court shall have jurisdiction and venue of all actions and proceedings regarding the interpretation and enforcement of this agreement.

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BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the date and year first herein written.

SELLER:

HENDERSON UNION ELECTRIC COOPERATIVE

By James E. Long
Chairman of Board
Title

CUSTOMER:

HUDSON FOODS, INC.

By [illegible]
Executive Vice President
Title

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DIRECTOR, RATES & RESEARCH DIV

STATE OF KENTUCKY

COUNTY OF HENDERSON

The foregoing was acknowledged before me by JAMES E. LONG, Chairman of the Board of HENDERSON UNION ELECTRIC COOPERATIVE, for and on behalf of said corporation, this 14th day of August, 1996.

My commission expires September 29, 1997

Charla D. Smithhart
Notary Public, State of Kentucky at Large

(seal)

STATE OF Arkansas

COUNTY OF Benton

The foregoing was acknowledged before me by Charles Jurgensmeyer Executive Vice-President of **HUDSON FOODS, INC.**, for and on behalf of said corporation, this 13 day of August, 1996.

My commission expires 10-2-2001

Becky L. Triplett
Notary Public

(seal)

OFFICIAL SEAL
BECKY TRIPLETT
Notary Public - Arkansas
Benton County
My Commission Expires
10-02-2001

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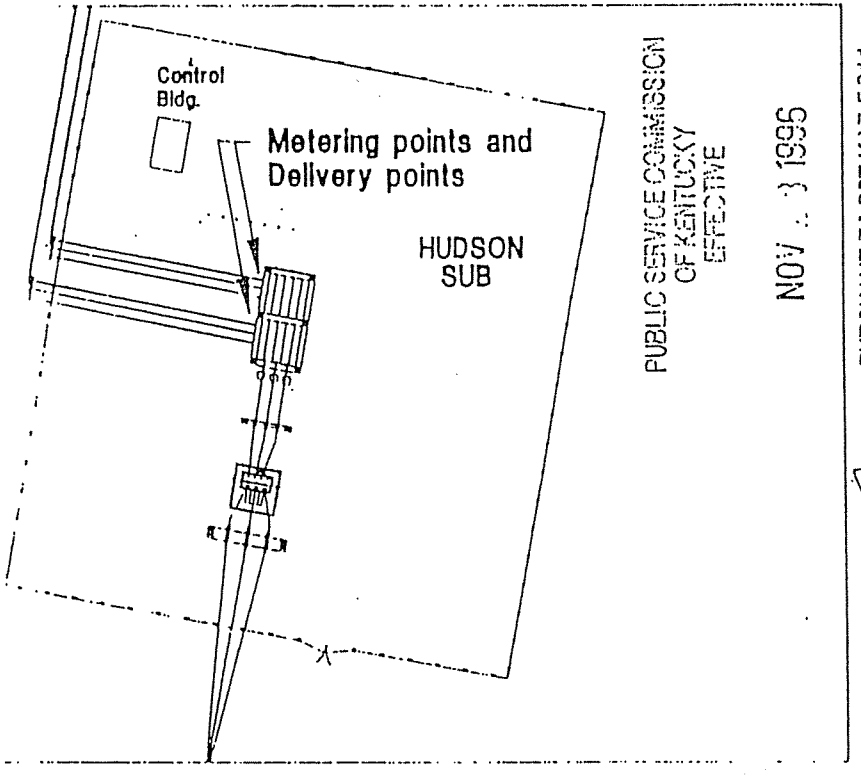
BY: [illegible]
DIRECTOR, RATES & RESEARCH DIV.

Exhibit "A"



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BY: [illegible]
EXECUTIVE DIRECTOR RATES & RESEARCH

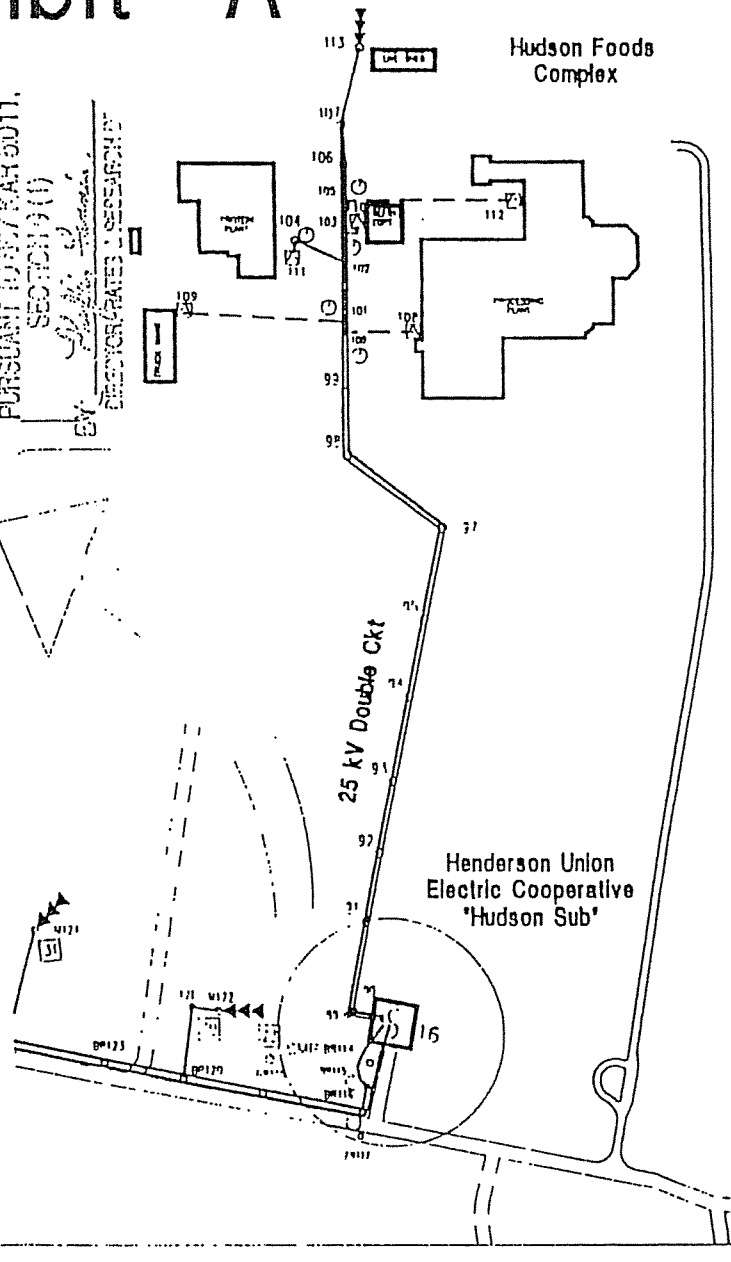

EXHIBIT A

Legend

▼ 25kV - 480V Overhead Transformer

25kV - 480V Padmount Transformer

Form for Filing Rate S edules

HENDERSON-UNION RURAL ELECTRIC COOPERATIVE CORPORATION

For All Territory Serve
Community, Town or Ci

P.S.C. 7

Fifth Revised SHEET NO. 14

CANCELLING P.S.C.

Fourth Revised SHEET NO. 14

CLASSIFICATION OF SERVICE

SCHEDULE "LP-4" - LARGE POWER (Over 2000 KW)

AVAILABILITY

This rate shall apply for large consumers contracting for demand of not less than 2001 KW.

CONDITIONS OF SERVICE

An "Agreement for Purchase of Power" shall be signed by the consumer for service under this rate.

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CHARACTER OF SERVICE

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the Seller.

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DETERMINATION OF BILLING DEMAND

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BY: [signature]
RATES & RESEARCH DIV

For all delivery points, the Billing Demand in kilowatts shall be Member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes, or such maximum integrated thirty-minute demand achieved during any one of the eleven preceding months, or the Contract Demand, whichever shall be greater.

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POWER FACTOR ADJUSTMENT

AUG 1 1994

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted average power factors lower than 90%. Such adjustment will be made by increasing demand 1.% for each 1.% by which the average power factor is less than 90% leading or lagging.

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BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

EXHIBIT

B

DATE OF ISSUE August 3, 1994 DATE EFFECTIVE August 1, 1994

ISSUED BY John West TITLE Manager

Name of Officer

Form for Filing Rate Schedules

HENDERSON-UNION RURAL ELECTRIC COOPERATIVE CORPORATION

For All Territory Served
Community, Town or City

P.S.C. 7

Sixth Revised SHEET NO. 15

CANCELLING P.S.C.

Fifth Revised SHEET NO. 15

CLASSIFICATION OF SERVICE

SCHEDULE "LP-4" - LARGE POWER Over 2000 KW) (cont'd)

METERING

Electrical usage will be metered at the transmission voltage supplied or at the consumer's secondary voltage with a 1.% adder to the metered KWH to account for transformer losses, as determined by Seller.

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BY: [illegible]
DIRECTOR, RATES & RESEARCH

MONTHLY RATE

Customer charge per delivery point $17.20
Demand charge per KW - 100% Ratchet 10.15
*Energy charge per KWH: First 100,000 ..... .0288456 (R)
All over 100,000 ..... .0248796 (R)
School Taxes added to bill if applicable.
Kentucky Sales Taxes added to bill if applicable.

*The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per KWH determined in accordance with the "Fuel Adjustment Clause."

FUEL ADJUSTMENT CHARGE

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

AUG 01 1994

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BY: [illegible]
FOR THE PUBLIC SERVICE COMMISSION

In case for any month the rate under which Seller (Henderson-Union Rural Electric Cooperative Corporation) purchases power wholesale from its supplier (Big Rivers Electric Corporation) is adjusted in accordance with any present or future fuel cost or surcharge provided for in Seller's wholesale power contract or by order of the Public Service Commission, then the foregoing monthly energy charges shall be adjusted for each kilowatt hour sold by dividing the total dollar amount of such fuel and surcharge cost adjustment to Seller attributable to each class of

DATE OF ISSUE August 3, 1994 DATE EFFECTIVE August 1, 1994

ISSUED BY John West TITLE Manager
Name of Officer

Form for Filing Rate Schedules

HENDERSON-UNION RURAL ELECTRIC COOPERATIVE CORPORATION

For All Territory Served
Community, Town or City

P.S.C. 7

Sixth Revised SHEET NO. 16

CANCELLING P.S.C. .

Fifth Revised - SHEET NO. 16

CLASSIFICATION OF SERVICE

SCHEDULE "LP-4" - LARGE POWER (Over 2000 KW)(cont'd)

service by the total number of kilowatt hours sold by Seller for such class of service for the billing month.

(The above Fuel Adjustment Charge is subject to the provisions of and may be amended from time to time to conform to 807 KAR 5:056 and to any adjustment in the fuel clause or other increments which may be made in Big Rivers Electric Corporation's fuel charges under 807 KAR 5:056 by the Public Service Commission.)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

NOV 3 1996

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

BY: [illegible]
EXECUTIVE DIRECTOR

MINIMUM DEMAND CHARGE

The minimum demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

ECONOMIC DEVELOPMENT

To encourage better utilization of the existing system and to promote economic expansion within the service area, an Economic Development Rate (EDR) is available for industrial development purposes through special negotiated contracts as provided by the Public Service Commission Order dated September 24, 1990, to Administrative Case No. 327.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

AUG 01 1994

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

BY: Andrea C. Fiel
FOR THE PUBLIC SERVICE COMMISSION

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of $10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

DATE OF ISSUE August 3, 1994 DATE EFFECTIVE August 1, 1994

ISSUED BY John West TITLE Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky

Rabobank Nederland
Dallas Office
13355 Noel Road - Suite 1000
Dallas, TX 75240-6645
214-419-6300
214-419-6315 FAX

Henderson Union Electric Cooperative
P.O. Box 18
Henderson, Kentucky 42420
Att. John West

Dear Sir:

Please use this letter as confirmation that Hudson Foods is a valued customer of Rabobank. Rabobank agents a moderate nine figure revolving credit facility for Hudson. Hudson's financial relationship with us has been handled as agreed.

If you have further questions, please feel free to contact.

Sincerely,

L. Pogge
President

cc. Gaylord Hughey Jr.
Fax 903-597-9584

Frank N. King Jr.
Fax 502-826-6672

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 23 1996

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: _____
DIRECTOR, RATES & RESEARCH DIV.

EXHIBIT
C

CORPORATE GUARANTY

This Corporate Guaranty, made this 13th day of August, 1996, by **Hudson Foods, Inc.**, a Delaware corporation, whose address is P.O. Box 439, Robards, Kentucky 42452, hereinafter designated "Guarantor" to Henderson Union Electric Cooperative, P.O. Box 18, Henderson, Kentucky 42420, hereinafter referred to as "Co-op";

WITNESSETH:

Whereas, Guarantor has entered into an Electric Service Agreement ("ESA") with Co-op dated August 13, 1996; and

Whereas the ESA provides for Guarantor to receive the benefit of demand credits from the Co-op; and

Whereas the ESA requires Guarantor to repay demand credits it receives from the Co-op under certain circumstances; and

Whereas the ESA requires Guarantor to provide a Guaranty satisfactory to the Co-op for payment of certain obligations under the ESA;

Now, therefore, for good and valued consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Guarantor hereby guarantees unto the Co-op payment when due of Guarantor's indebtedness resulting from its financial obligations to the Co-op as set forth in the ESA including without limitation the repayment of demand credits.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 13 1996
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
EXECUTIVE DIRECTOR RATES & RESEARCH DIV.

2. Should Guarantor's rating classification, as reported in the rating summary of Dun & Bradstreet's Business Information Report, be downgraded by two or more classifications from its existing 5A1 rating, Guarantor hereby grants the right to the Co-op to require reasonable financial assurances of Guarantor's ability to satisfy its financial obligations resulting from the ESA.

This Guaranty shall be binding upon Guarantor, its successors and assigns and shall be for the benefit of the Co-op, its successors and assigns. Should any one or more provisions of this Guaranty be

EXHIBIT

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determined to be illegal or unenforceable, all other provisions shall remain effective.

IN WITNESS WHEREOF, the foregoing instrument is executed this 13th day of August, 1996.

Hudson Foods, Inc.

By: _____

Its: Executive Vice President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 13 1996

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

BY: _____
DIRECTOR, RATES & RESEARCH DIV

Steve L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

David L. Armstrong
Chairman

James Gardner
Vice Chairman

Charles R. Borders
Commissioner

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

April 05, 2010

Frank N. King
Dorsey, King, Gray, Norment and Hopgood
318 Second St
Henderson, KY 42420

RE: Filing No. **TFS2010-00158**
Amendment to Service Agreement between Kenergy and Tyson Chicken, Inc.

Dear Frank N. King:

The above referenced filing has been received and reviewed. An accepted copy is enclosed for your files. You may also use the following link to access documents related to this filing.

http://psc.ky.gov/trf/TRFListFilings.aspx?ID=TFS2010-00158

Sincerely,

Brent Kirtley

Dennis Brent Kirtley
Tariff Review Branch Manager

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
Bunt Kirtley
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.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Burt Kirtley
EFFECTIVE
4/9/2010
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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, President and CEO

CUSTOMER:

TYSON CHICKEN, INC.

By _____

Rex Holstein
(printed name)

Dir Commodity Purchasing
(title)

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