

AMENDMENT TO VEGETATION MANAGEMENT AGREEMENT

THIS AMENDMENT OF VEGETATION MANAGEMENT AGREEMENT (this "Amendment") is made and entered in to as of the 15th day of February, 202~~2~~³, by and between KENERGY CORP., Post Office Box 18, Henderson, Kentucky, 42419, hereinafter "Kenergy", and US APPLICATORS, LLC, Post Office Box 563, Louisville, Mississippi 39339, here in after "US APPLICATORS, LLC".

WITNESSETH:

WHEREAS, under that certain Vegetation Management Agreement, dated 2/15/2023 as amended by mutual written agreement of the parties through the date hereof byway of extension or other agreement (the "Agreement"), US Applicators, LLC performed and has agreed to perform vegetation management control activities on Kenergy's electric distribution system through December 31, 2024, as an independent contractor and the parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, inconsideration of the mutual promises and covenants of the parties, IT IS AGREED, as follows:

1. The parties agree that US Applicators LLC, will apply herbicide on Kenergy's electric distribution system.
2. The parties agree that Article III, Section 1, shall be amended by adding the following provision:

"US Applicators LLC, agrees to apply herbicide to Kenergy's rights of way, referred to as foliar application and to substations and lots, referred to as bare-ground application, as scheduled by Kenergy, using application techniques and chemical formulas approved by Kenergy. The amount paid to US Applicators LLC, by Kenergy for 2023 shall be \$256.68 per mile applied for foliar application and \$285.00 per acre applied for bare-ground application."

"For the period from January 1, 2023 to December 31, 2024, the amount paid to US Applicators LLC, by Kenergy for herbicide application shall be:

	(2023)	(2024)
LOW VOLUME/HACK AND SQUIRT PER MILE:	\$256.68 per/mile	\$265.66 per/mile
	(2023)	(2024)
SUBSTATIONS/BAREGROUND:	\$285.00 per/acre	\$285.00 per acre

As used in this Amendment, "3.5 percent increase for Low Volume/Hack and Squirt per mile and 0 percent increase for Substation/Bare ground" for a particular year shall mean the percentage increase from January 1 of such year to January 1 of the succeeding year.

3. Other than as specifically set forth in this Amendment, this Amendment shall not be considered as modifying or amending any other term or provision of the Agreement.
4. This Amendment may be amended, superseded, changed or rescinded only by the written agreement of both parties. The headings and various paragraphs of this Amendment are for convenience of reference only and shall in no way modify any of the terms or provisions of this Agreement. No failure or delay by either party in exercising any right, power or privilege here under shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. This Amendment shall be interpreted under and governed by the Laws of the State of Kentucky without giving effect to the choice of laws rules thereof. This Amendment, or any facsimile hereof, maybe executed in any number of counter parts, each of which shall constitute an original agreement, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each as of the date first above written.

KENERGY CORP.

US APPLICATORS, LLC

By 

Printed Name: *Jeff Hahn*

Title: President and CEO

By 

Printed Name: *Fred Stokes*

Title: *Managing Member*