



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-527-3551
www.bigrivers.com

March 3, 2021

Mr. Jeff Hohn
Kenergy Corp.
6402 Corydon Road
P.O. Box 18
Henderson, KY 42419-0018

Re: Retail Electric Service Agreement
Kentucky Land Resources, Inc. - Equality

Dear Jeff:

This letter agreement (*Letter Agreement*) will evidence the concurrence of Big Rivers Electric Corporation (*Big Rivers*) with the terms of the Amended and Restated Agreement for Electric Service between Kenergy Corp. (*Kenergy*) and Kentucky Land Resources, Inc. for its Equality mine (the *Retail Customer*), a copy of which is attached hereto as Exhibit 1 (the *Retail Agreement*), and the agreement between Big Rivers and Kenergy with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, between Big Rivers and Kenergy and Big Rivers' filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Kenergy the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Kenergy in the Retail Agreement, and Big Rivers shall have the benefit of Retail Customer's obligations in such agreement. Big Rivers will supply the facilities required to deliver power to the delivery point, as defined in the Retail Agreement, and to meter electrical usage by Retail Customer.

(3) **Obligations of Kenergy.** Kenergy shall take and pay for electric power and energy delivered by Big Rivers in accordance with Big Rivers' Rate Schedule LIC, with demand and energy being measured in accordance with the Retail Agreement.

(4) **Obligation of Kenergy for Minimum Billing Demand Charge and Termination Charge.** Kenergy agrees to bill Retail Customer for any minimum billing demand charges in excess of measured demand, and any termination charges due under the Retail Agreement. Kenergy agrees to pay over to Big Rivers all funds actually collected under such billings, including but not limited to any termination charges. The terms of this paragraph do not affect the obligation of Kenergy to pay Big Rivers in accordance with Big Rivers' tariff as and when billed for the wholesale charges for electric power and energy actually consumed by Retail Customer.

(5) **Division of Any Partial Payments.** Kenergy will pay to Big Rivers a pro-rata share of any partial payment made to Kenergy by or on behalf of Retail Customer.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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

Mr. Jeff Hohn
March 3, 2021
Page 2

(6) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance by the Public Service Commission of Kentucky, and upon receipt of any consents or approvals required under Big Rivers' agreements with its creditors. Big Rivers will provide Kenergy written notice when all those required consents and approvals have been received.

(7) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Kenergy. The Retail Agreement shall not be amended without the advance written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer for minimum demand charges and termination charges.

If this Letter Agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning four signed counterparts to us.


Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION


Robert W. Berry, President/CEO

ACCEPTED:

KENERGY CORP.


Jeff Hohn
President/CEO
Date: 3/4/2021

KENTUCKY
PUBLIC SERVICE COMMISSION

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EFFECTIVE

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