

**ACKNOWLEDGEMENT OF ASSIGNMENT OF THE
INDUSTRIAL POWER AGREEMENT WITH
INTERRUPTIBLE SERVICE**

This Acknowledgement of Assignment is made and entered into this 11 day of July, 2023, by and between East Kentucky Power Cooperative, Inc., a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”), Jackson Energy Cooperative Corporation, a Kentucky corporation with its principal offices at 115 Jackson Energy Lane, McKee, Kentucky 40447 (“Cooperative”), and BIG SUR GROUP, Inc., a Kentucky corporation with its principal offices at 996 East New Circle Road, Unit 104, Lexington, Kentucky 40505 (“Assignee”), successor in interest to UMine, LLC, a Kentucky limited liability company with its principal offices at 165 McCammon Ridge Road, McKee, Kentucky 40447 (“Customer”).

WITNESSETH:

WHEREAS, EKPC, Cooperative, and Umine, LLC. are Parties to an Industrial Power Agreement with Interruptible Service, dated August 30, 2022 and effective November 1, 2022 (“Agreement”); and

WHEREAS, Assignee has acquired the assets of UMine, LLC’s McKee Plant and accepts all obligations, liabilities, requirements, terms and conditions of the Agreement pursuant to an Assignment entered into between Umine, LLC. and Assignee on July 11, 2023; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the Parties agree and acknowledge as follows:



1. **The Customer.** BIG SUR GROUP, Inc., is hereby acknowledged to be the assignee of UMine, LLC to the Agreement and is hereinafter bound by all terms and conditions set forth in the Agreement and accepts all obligations, liabilities and requirements set forth therein.

2. **Other Terms of the Agreement.** Except as expressly and specifically set forth herein, each and every other term of the Agreement shall remain in full force and effect.

3. **Miscellaneous.**

a. **Headlines of Articles.** Headings of articles of this Acknowledgement of Assignment have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.

b. **Severability.** Except where expressly stated otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective.

c. **Governing Law.** This Acknowledgment of Assignment shall be governed by and interpreted in accordance with the law of the Commonwealth of Kentucky.

d. **Waivers.** Any waiver at any time by a Party of its rights with respect to a default or with respect to any other matters arising in connection with this Acknowledgment of Assignment shall not be deemed a waiver with respect to any subsequent default or other matter.

e. **Counterparts.** This Acknowledgement of Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Acknowledgement of Assignment to be executed by their respective officers, who are duly authorized to execute same, as of this day and year first written above.



EAST KENTUCKY POWER COOPERATIVE, INC.

BY: Anthony S Langshell

TITLE: Pres./CEO

JACKSON ENERGY COOPERATIVE CORPORATION

BY: Paul Wigit

TITLE: 7-13-23

BIG SUR GROUP, Inc

BY: Irygen Tatarchenko

TITLE: President

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

EFFECTIVE
7/31/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)