

AGREEMENT FOR PURCHASE OF POWER

DAL-TILE

THIS AGREEMENT is made and entered into this the 27 day of FEBRUARY, 2017, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Post Office Box 18, Henderson, Kentucky 42419 (hereinafter "Seller"), and **DAL-TILE**, 675 Melanie Lane, Lewisport, Kentucky 42351 (hereinafter "Member");

WITNESSETH:

WHEREAS: (1) Seller currently provides electric service to Member at 675 Melanie Lane, Lewisport, KY, under Schedule 7 of its filed tariff (Account No. 0540400200);

(2) Member desires that Seller install a new primary metering point to serve manufacturing facility and that Seller also own and maintain the facilities beyond the metering point for said service;

(3) Seller agrees to make the aforementioned installation of new service and to own and maintain the facilities beyond the metering point up to the secondary terminals or the low side of each transformer. The parties have agreed to the terms and conditions for this new service.

NOW, therefore, in consideration of the promises and covenants of the parties and in consideration of the mutual covenants and promises of the parties **IT IS AGREED** as follows:

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR <i>Talina R. Mathews</i>
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1. Seller shall install aforementioned primary metering point in order to provide electric service to Member's manufacturing facility; and Seller shall own and be responsible for the proper maintenance of said facilities up to the secondary terminals or the low side of each transformer, but said facilities are leased to Member in consideration of the facilities charge set forth below.

2. Seller shall sell and deliver to Member and Member shall purchase all electric power and energy that Member may need at the aforementioned location under the terms and conditions of Schedule 7 of Seller's tariff. Member shall (a) Receive the Primary Service Discount of \$.65 per KW of Billing Demand provided in Schedule 7, and (b) Member shall pay a Monthly Facilities Charge as set forth in Schedule 35 of Seller's tariff that is currently 1.15% of Seller's investment to serve the aforementioned facilities. (Member acknowledges that the estimated cost is \$71,783.56, which would result in a monthly facility charge of \$825.51.

3. If at any time the tariff schedules mentioned herein are modified, the rate for service hereunder shall be correspondingly modified.

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

5. This agreement shall remain in full force and effect until terminated by either party giving the other party at least 12 months' written notice prior to the effective

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date of such termination. This contract shall not be effective unless and until all necessary approvals are received from the Kentucky Public Service Commission.

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

SELLER:

KENERGY CORP.

By *Jeff Hohn*
Jeff Hohn, President and CEO

ATTEST:

Debra Hayden

MEMBER:

DAL-TILE

By *Brandon Jackson*

Brandon Jackson
(printed name)

Plant Accountant
(title)

ATTEST:

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

Talina R. Mathews

EFFECTIVE

4/9/2017

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