

AMENDED
AGREEMENT FOR ELECTRIC SERVICE

THIS AMENDED AGREEMENT is made and entered into this the 17 day of January, 2019, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Henderson, Kentucky 42420 (hereinafter "Seller"), and **HANCOCK BOARD OF EDUCATION**, 80 State Route 271 S., Hawesville, Kentucky (hereinafter "Consumer");


WITNESSETH:

WHEREAS: (1) Seller currently provides electric service to Consumer at Hancock County High School, Hancock County Middle School and an athletic building under Schedule 5¹ of its filed tariff (Account No. 0560818400), pursuant to an Agreement for Electric Service dated April 26, 2005;

(2) The two (2) schools and the athletic building are served from a primary metering point and Seller owns and maintains all facilities beyond said metering point;

(3) Consumer desires that Seller install a new service from said metering point to a mobile classroom being constructed behind the two (2) schools and the athletic building and that Seller also own and maintain the facilities beyond

¹ Because the tariff numbering system has changed since the initial agreement, what was referenced in the initial agreement as Schedule 2 is now Schedule 5 and the reference to Schedule 31 in the initial agreement is now Schedule 35.

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Executive Director

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the metering point for said service and as a result the Agreement for Electric Service is hereby amended;

(4) Seller agrees to make the aforementioned installation of new service and to own and maintain the facilities beyond the metering point, and the parties have agreed to the terms and conditions for this new service;

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

1. Seller shall install all necessary facilities beyond Consumer's aforementioned metering point in order to provide electric service to Consumer's said mobile classroom, and Seller shall own and be responsible for the proper maintenance of said facilities.

2. Seller shall sell and deliver to Consumer and Consumer shall purchase all electric power and energy that Consumer may need at the aforementioned location under the terms and conditions of Schedule 5 of Seller's tariff, except that (a) Consumer shall not receive the Primary Service Discount of

\$.65 per KW of Billing Demand provided in Schedule 5, and (b) Consumer shall pay an increased Monthly Facilities Charge as set forth in Schedule 5 of Seller's tariff that is currently 1.15% of Seller's investment in the

(Consumer acknowledges that the estimated increased cost is \$3,446.53 which

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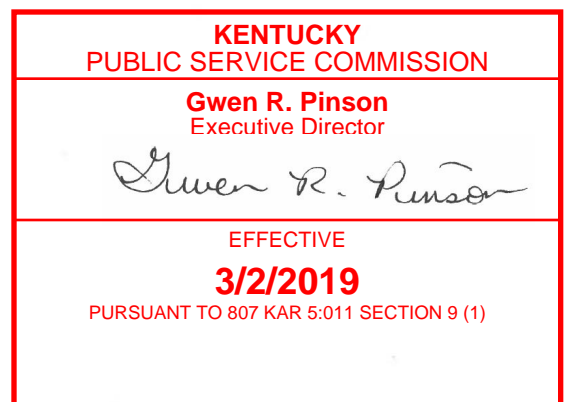
would result in an increased monthly facility charge of \$39.64; however, after the facilities are installed Seller shall provide Consumer with a statement setting forth the actual cost and the monthly facility charges shall be based on that amount.)

3. If at any time the tariff schedules mentioned herein are modified, the rate for service hereunder shall be correspondingly modified. Except as modified herein, all terms of the initial agreement between the parties remain in full force and effect.

4. This agreement shall not be effective unless approved or accepted in writing by the Kentucky Public Service Commission.

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

6. 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 date of such termination.



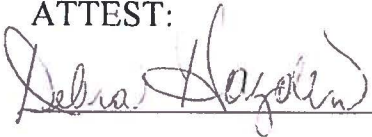
IN TESTIMONY WHEREOF, witness the hands of the parties
hereto this day and date first above written.

SELLER:

KENERGY CORP.


By 
Jeff Hohn, President and CEO

ATTEST:



CONSUMER:

HANCOCK BOARD OF EDUCATION

By 
Kyle Eskes
(printed name)

Superintendent
(title)

ATTEST:

Lanette Bell

