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## AMENDMENT TO

## AGREEMENT FOR ELECTRIC SERVICE

DEC 282015 PUBLIC SERVICE COMMISSION

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1/27/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

This Amendment ("Amendment") to agreement for electric service, as amended ("Agreement") is made <u>November</u> 25 , 201<u>5</u>, between **KENERGY CORP**., 6402 Old Corydon Road, Henderson, Kentucky 42420 (hereinafter called the "Seller"), and **PENNYRILE ENERGY, LLC** at Riveredge Mine with a service address at 7386 S.R. 593, Calhoun, KY 42327, and corporate address at 424 Lewis Hargett Circle, Suite 250, Lexington, KY 40503 (hereinafter called the "Consumer");

## WHEREAS:

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(1) Seller is the retail electric Supplier to Consumer;

(2) Consumer entered into an agreement for electric service dated February25, 2013, and effective April 5, 2013; and

(3) Seller and Consumer amended the agreement by amendment dated March 21, 2014; and

(4) Seller and Consumer desire to further amend the terms of the Agreement for electric service;

**NOW**, therefore, in consideration of the mutual agreements, covenants and other promises set forth herein the mutual benefits to be gained by the performance thereof, and for other good and valuable considerations, the receipt of which are hereby acknowledged and accepted, the parties **AGREE** as follows:

1. Consumer's Maximum Demand shall be 5600 KW perUPhonthe BMC WMMMMSION Contract Demand (referenced in the initial agreement for electric.service case "Contract Demand) shall be 3360 kW per month.

2. Defined terms used herein shall have the same meaning defined

- 3. Other than as set forth herein, the Agreement and prior amendment shall remain unamended and in full force and effect.
- 4. This Amendment shall not become effective until accepted or otherwise approved in writing by the Kentucky Public Service Commission, and until Big Rivers Electric Corporation delivers to Seller a consent to this Amendment that has been authorized by the Rural Utilities Service, whichever is later. The Amendment shall apply prospectively only to service periods beginning with the first service period following the effective date of this Amendment.
- 5. In all other respects the terms and provisions of the aforementioned electric service agreement, as amended, are adopted and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment all

as of the day and year first above written.

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KENERGY CORP. Seller	,
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TitlePresident and CEO	
PENNYRILE ENERGY, LLC Consumer	
By	
Printed Name R. Chad Hunt	
Title Vice President	
	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	TARIFF BRANCH
	Bunt Kirtley
Y	EFFECTIVE

1/27/2016 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)