AGREEMENT FOR PURCHASE OF POWER

PIONEER PLASTICS

THIS AGREEMENT is made and entered into this the <u>12</u> day of <u>Septembr</u>, 2016, by and between KENERGY CORP., 6402 Old Corydon Road, Post Office Box 18, Henderson, Kentucky 42419 (hereinafter "Seller"), and **PIONEER PLASTICS**, 1584 U.S. Hwy. 41A North, Dixon, Kentucky 42409 (hereinafter "Consumer");

WITNESSETH:

WHEREAS: (1) Seller currently provides electric service to Consumer at West Plant Building and East Plant Building under Schedule 5 of its filed tariff (Account Nos. 4206901402 and 4206903101);

(2) Consumer desires that Seller install a new primary metering point to serve West Plant Building and East Plant Building 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 point that the service laterals connect to the Consumer's building. The parties have agreed to the terms and conditions for this new service.

NOW, therefore, in consideration of the premises C SER VICE FORMATISSION consideration of the mutual covenants and promises of the parties ITXES LA GREED CASOR follows:

> **10/19/2016** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EFFECTIVE

1. Seller shall install aforementioned primary metering point in order to provide electric service to Consumer's West Plant Building and East Plant Building, and Seller shall own and be responsible for the proper maintenance of said facilities up to the point that the service laterals connect to the Consumer's building but said facilities are leased to Consumer in consideration of the facilities charge set forth below.

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. Consumer shall (a) Receive the Primary Service Discount of \$.65 per KW of Billing Demand provided in Schedule 5, and (b) Consumer 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. (Consumer acknowledges that the estimated cost is \$50,119.00 which would result in a monthly facility charge of \$576.37; however, after the primary meter 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.

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

Talina R. Mathews **EXECUTIVE DIRECTOR** Jalina R. Mathemas

EFFECTIVE **10/19/2016** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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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 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.

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Hohn, President and CEO By _

ATTEST:

CONSUMER:

PIONEER PLA By Edward R. Knappin (printed name)

ATTEST: XR. Rayste

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR
Jalina R. Mathews
EFFECTIVE
10/19/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)