

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO  
AGREEMENT FOR ELECTRIC SERVICE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE (“Agreement”) is effective this the 22 day of May, 2012, between and among ADVENT MINING, LLC, a Kentucky corporation, 3603 Hwy. 370 East, Sebree, KY 42455 (“Assignor”); SEBREE MINING, LLC, 1717 South Boulder Avenue, Tulsa, OK 74119 (“Assignee”); and KENERGY CORP., a Kentucky electric cooperative corporation, 6402 Old Corydon Road, Henderson, KY 42419-0018 (“Kenergy”);

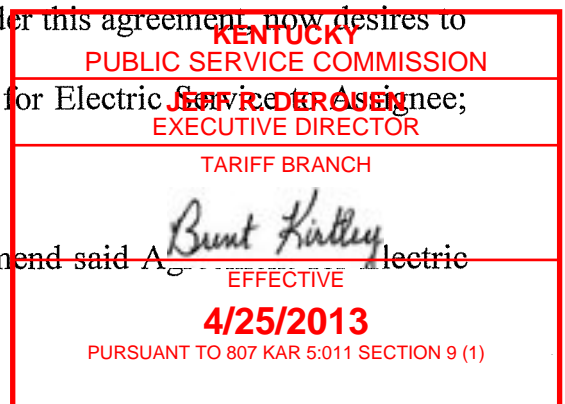
**WHEREAS:**

(1) Pursuant to an Assignment and Assumption Agreement dated August 4, 2004, Allied Resources, Inc. became Consumer under an Agreement for Electric Service dated October 14, 2003, between Steamport LLC and Kenergy, the service address being Highway 370, Onton, Kentucky,

(2) Pursuant to an Assignment and Assumption Agreement dated August 4, 2004, Allied Resources, Inc. assigned its rights and obligations in the foregoing electric service contract to Advent Mining, LLC;

(3) Advent Mining, LLC, Assignor under this agreement, now desires to assign its rights and obligations under said Agreement for Electric Service to Assignee; and

(4) Assignee and Kenergy desire to amend said Agreement for Electric Service to reflect necessary updates to that agreement.



NOW, therefore, the premises considered and for valuable consideration, including the mutual promises and covenants of the Assignor, Assignee and Kenergy, **IT IS AGREED** as follows:

1. Assignor hereby transfers and assigns to Assignee all of Assignor's rights and obligations under the aforementioned Agreements for Electric Service with Kenergy. This Agreement shall be effective as of April 1, 2012, provided that the parties hereto shall not be bound by this Agreement, and the rights and obligations created hereunder this Agreement shall not be enforceable unless and until this Agreement and the corresponding consent by Big Rivers Electric Corporation to this Agreement are approved or accepted in writing by the Kentucky Public Service Commission and the Rural Utilities Service, as required.

2. Assignee accepts such assignment and assumes all obligations of Assignor thereunder. Additionally, Assignee and Kenergy agree that the Assignee shall pay Kenergy for service hereunder at the rates and upon the terms and conditions set forth in Schedule 35 of Kenergy's filed tariff, attached to and made a part of this Agreement as "Exhibit A" (the "Schedule"). Notwithstanding any provision of the Schedule and irrespective of Assignee's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 4,800 kilowatts per month for any billing period, and not more than 8,000 kilowatts per month for any billing period. In any event the Assignee shall pay Kenergy not less than \$50,500.00 per month for service or for having service available hereunder during the term hereof.


**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JAMES D. BROWN**  
**EXECUTIVE DIRECTOR**  
**TARIFF BRANCH**  
*Brent Kirtley*  
**EFFECTIVE**  
**4/25/2013**  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

3. Kenergy hereby consents to the foregoing assignment and assumption under this Agreement, and as of the effective dates of this Agreement releases Advent Mining, LLC from all obligations under the Electric Service Agreement set forth above.

4. This Agreement shall inure to the benefit of and be binding upon the Assignor, Assignee, and Kenergy, and their respective successors and permitted assigns.

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

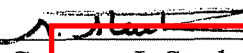
ASSIGNOR:

ADVENT MINING, LLC  
By   
Chester M. Thomas, President

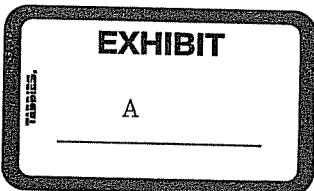
ASSIGNEE:

SEBREE MINING, LLC  
By Bill Adelman  
Manager of Sebree Mining, LLC  
Bill Adelman  
(printed name)  
General Manager  
(title)

KENERGY:

KENERGY CORP.  
By   
Gregory J. Starheim  
President and CEO

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE <b>4/25/2013</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED
Community, Town or City
PSC NO. 2
First Revised SHEET NO. 35A
CANCELLING PSC NO. 2
Original SHEET NO. 35A

CLASSIFICATION OF SERVICE
Schedule 35 - Large Industrial Customers Served Under Special Contract
(Dedicated Delivery Points) - (Class C)

Max. Measured KW x 90%
Power Factor (%)

The power factor shall be measured at time of maximum load.

METERING

Electrical usage will be metered at the transmission voltage supplied or at the customer's secondary voltage with a 1.0% adder to the metered KWH to account for transformer losses, as determined by Kenergy.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

- Renewable Resource Energy Service Rider Sheets No. 23 - 23D
Fuel Adjustment Rider Sheets No. 24 - 24A
Environmental Surcharge Rider Sheets No. 25 - 25A
Unwind Surcredit Adjustment Rider Sheets No. 26 - 26A
Rebate Adjustment Rider Sheets No. 27 - 27A
Member Rate Stability Mechanism Rider Sheets No. 28 - 28A
Price Curtailable Service Rider Sheets No. 42 - 42C
Non-FAC Purchased Power Adjustment Rider Sheets No. 30 - 30A

AGREEMENT

An "agreement for purchase of power" shall be signed by any new customer prior to service under the rate. Should the provisions of the expansion rate contained on Sheets No. 41-41G apply, additional language incorporating those provisions will be added to the agreement.

TAXES AND FEES

School Taxes added if applicable.
Kentucky Sales Taxes added if applicable.

FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth on Sheet No. 105

TERMS OF PAYMENT

The above rates are net, the gross rate being five percent (5%) greater. In the event the current monthly bill is not paid within twenty (20) days from the date the bill was rendered, the gross rate will apply.

DATE OF ISSUE December 2, 2011
DATE EFFECTIVE September 1, 2011
ISSUED BY [Signature]
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011-00035 DATED November 17, 2011

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
[Signature]
EFFECTIVE 9/1/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED  
 Community, Town or City  
 PSC NO. 2  
Second Revised SHEET NO. 35B  
 CANCELLING PSC NO. 2  
First Revised SHEET NO. 35B

**CLASSIFICATION OF SERVICE**  
**Schedule 35 – Large Industrial Customers Served Under Special Contract**  
**(Dedicated Delivery Points) - (Class C)**

DETERMINATION OF FACILITIES CHARGE RATE

<u>Line No.</u>	<u>Item</u>	<u>Total</u>
1	Distribution O&M Expense (Sub, Primary, Transf. & Sec.)	\$ 11,231,022
2	Distribution Plant @ Year End (Sub, Primary, Transf. & Sec.)	÷ \$216,430,630
3	Dist. Exp. Cost Factor (Line1/Line2)	5.19%
4		
5	Test Year A&G Acct. Expense	\$ 2,940,330
6	Test Year O&M Expense Excluding A&G	÷ \$ 16,498,835
7	Line 5/Line 6	17.82%
8	Dist. Expense Carrying Cost Factor (Line 3)	x \$ 5.19%
9	A&G Cost Factor (Line 7 x Line 8)	0.92%
10		
11	Distribution Plant Depreciation Rate	3.55%
12	Cost of Capital	5.42%
13	Amortization Factor	7.00%
14	Replacement Cost Factor	x 1.260
15	Capital Recovery Factor	8.82%
16	General Plant Factor:	
17	General Plant @ Year End	\$ 21,352,736
18		
19	General Plant Depreciation Rate	10.70%
20	Not Used	0.00%
21	Amortization Factor	7.00%
22	General Plant Fixed Charge Rate	17.70%
23		
24	General Plant Fixed Charges	\$ 3,779,434
25	Total Utility Plant	\$243,063,411
26	Percent of TUP – General Plant Factor (Line 24 ÷ 25)	1.55%
27	SUMMARY:	
28	O&M Factor	5.19%
29	A&G Factor	0.92%
30	Capital Recovery Factor	8.82%
31	General Plant Factor	1.55%
32		
33	Total Annual Carrying Cost	16.49%
34	PSC Assessment	÷ 0.998417
35		
36	Adjustment Annual Carrying Cost	16.52%
37		÷ 12
38	Monthly Fixed Charge Rate Charge	1.38%

DATE OF ISSUE December 2, 2011  
 Month / Date / Year  
 DATE EFFECTIVE September 1, 2011  
 Month / Date / Year  
 ISSUED BY [Signature]  
 (Signature of Officer)  
 TITLE President and CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2011-00035 DATED November 17, 2011

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>[Signature]</u>
EFFECTIVE
<b>9/1/2011</b>
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