



201 Third Street  
P.O. Box 24  
Henderson, KY 42419-0024  
270-827-2561  
www.bigrivers.com

December 9, 2008

**RECEIVED**

**DEC 10 2008**

**PUBLIC SERVICE  
COMMISSION**

Mr. Sandy Novick  
Kenergy Corp.  
6402 Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018

Re: Retail Electric Service Agreement  
Kimberly-Clark Corporation

Dear Sandy:

This letter agreement ("Letter Agreement") will evidence Big Rivers' concurrence with the terms of Kenergy's electric service agreement with Kimberly-Clark Corporation (the "Retail Customer") dated November 13, 2008, a copy of which is attached hereto as Exhibit 1 (the "Retail Agreement"), and the agreement between Big Rivers and Kenergy with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, and Big Rivers' filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Kenergy the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Kenergy in the Retail Agreement and Big Rivers shall have the benefit of Retail Customer's covenants in such agreement. Big Rivers will supply the facilities required to deliver power to the delivery point, as defined in the Retail Agreement, and to meter electrical usage by Retail Customer.

(3) **Obligations of Kenergy.** Kenergy shall take and pay for electric power and energy delivered by Big Rivers in accordance with Big Rivers' Rate Schedule 7 or Rate Schedule 10, as applicable, with demand and energy being measured in accordance with the Retail Agreement.

(4) **Obligation of Kenergy for Minimum Billing Demand Charge.** Kenergy agrees to bill Retail Customer for any minimum billing demand charges in excess of measured demand, and agrees to pay over to Big Rivers all funds actually collected under such billings. The terms of this paragraph do not affect the obligation of Kenergy to pay Big Rivers in accordance with Big Rivers' tariff as and when billed for the wholesale charges for energy.

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**OF KENTUCKY**

**EFFECTIVE**

**1/9/2009**

**PURSUANT TO 807 KAR 5.011**

**SECTION 9 (1)**

By

**Executive Director**

Your Touchstone Energy® Cooperative

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actually consumed by Retail Customer.

(5) **Division of Any Partial Payments.** Kenergy will pay to Big Rivers a pro rata share of any partial payment made to Kenergy by or on behalf of Retail Customer.

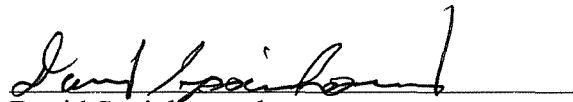
(6) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance by the Public Service Commission of Kentucky.

(7) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Kenergy. The Retail Agreement cannot be amended without the written approval of Big Rivers.

If this Letter Agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning four copies to us.

Sincerely yours,

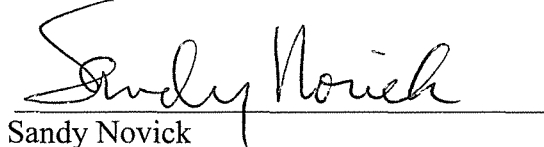
BIG RIVERS ELECTRIC CORPORATION



David Spainhoward  
Vice President of External Relations

ACCEPTED:

KENERGY CORP.



Sandy Novick  
President/CEO

Date: 12/9/08

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Executive Director

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PUBLIC SERVICE COMMISSION

FIRST AMENDED AND RESTATED AGREEMENT FOR ELECTRIC SERVICE

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR ELECTRIC SERVICE ("Agreement"), is made and entered into as of the 13th day of November, 2008, by and between KENERGY CORP., a Kentucky rural electric cooperative corporation, with its principal office located at 6402 Old Corydon Road, P.O. Box 18, Henderson, Kentucky 42419-0018 (hereinafter, the "Seller"), and KIMBERLY-CLARK CORPORATION, a Delaware corporation, with its principal office located at World Headquarters, 351 Phelps Drive, Irving, Texas 75038 (hereinafter, the "Customer") (Seller and Customer are individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Seller, as the successor by consolidation to Green River Electric Corporation, currently supplies and delivers to Customer electric power and energy pursuant to an existing Agreement for Electric Service dated March 12, 1993, between Green River Electric Corporation and Scott Paper Company, Customer's predecessor-in-interest (the "Existing Agreement");

WHEREAS, Seller currently purchases electric power and energy for resale to Customer from Big Rivers Electric Corporation ("Big Rivers") under a wholesale power agreement ("Wholesale Power Agreement"); and

WHEREAS, the Parties wish to amend and restate the Existing Agreement to reflect various changed circumstances;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE I
GENERAL OBLIGATIONS AND TERMINATION OF EXISTING AGREEMENT

1.01 Basic Obligations of the Parties. Seller will supply, sell, and deliver to Customer, and Customer will accept and pay for, all of the electric power and energy required by Customer for the operation of its facilities at the plant site located at 601 Innovative Way, Owensboro, Daviess County, Kentucky 42301-8437 (the "Plant Site"), up to the Maximum Contract Demand (as defined in Section 2.04 below). This service will be supplied under this Agreement, and the rules, regulations, and orders of the Public Service Commission of Kentucky ("Commission"), which may be applicable and effective from time to time. Seller and Customer agree that this Agreement contains the exclusive terms on which Seller will provide retail service to Customer during the term of this Agreement, and that the Existing Agreement is terminated as of the Effective Date, as defined herein.

1.02 Membership. Customer shall be a member of Seller, and shall be bound by such rules and regulations as may from time to time be adopted by Seller consistent with the terms and conditions of this Agreement.

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By [Signature] Executive Director

1.03 Performance by Seller. Customer acknowledges and agrees that, to the extent Big Rivers has a corresponding or related obligation to Seller under the Wholesale Power Agreement, Seller's performance of an obligation under this Agreement (i) is subject to and conditioned upon Big Rivers' performance of such corresponding or related obligation to Seller, and (ii) may be undertaken by Big Rivers and that such performance of corresponding or related obligations by Big Rivers will satisfy Seller's performance obligations hereunder.

ARTICLE II  
SERVICE CHARACTERISTICS

2.01 The electric power and energy delivered hereunder will be in the form of three-phase alternating current (60 hertz) at 161,000 volts nominal.

2.02 Delivery Point. The "Delivery Point" of the electric power and energy made available under this Agreement shall be the point at which Customer's facilities connect to Seller's facilities, which is at the primary terminals of the 161,000 volt/13,800 volt transformer bushings at Customer's main substation at the Plant Site.

2.03 Service Restriction. Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell any electric power and energy purchased hereunder. Nothing in this Agreement limits the right of Customer to generate electric power and energy for its own usage. If Customer generates electric power and energy for its own usage, then Seller will provide back-up, maintenance and/or supplemental power in accordance with its filed tariffs and orders of the Commission.

2.04 Maximum Contract Demand. The maximum demand of Customer during the primary term of this Agreement, or any extension thereof, shall be 44,258 kilowatts (the "Maximum Contract Demand"), unless otherwise agreed in writing by the Parties. Seller shall not be obligated to supply capacity in excess of said demand; provided, however that if Customer modifies or expands its plant in such a way as to increase its electric requirements, Customer shall be entitled to obtain additional service to the same extent as any other customer of Seller would be so entitled, and that if Customer installs another paper machine at its Plant Site, Seller agrees to negotiate an amendment to this Agreement to include a change in the Maximum Contract Demand and provisions relating to a second 161,000 volt transmission line. The Maximum Contract Demand shall be measured as the highest integrated kilowatt demand occurring during a thirty-minute period at the beginning and mid-point of a clock hour in the billing month, as measured by the coincidental sum of Customer's meters.

2.05 Electric Disturbances and Phase Balancing.

(a) Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage or interference with Seller's system, systems connected with Seller's system, or facilities or other property in proximity to Seller's system, or (ii) prevent Seller from serving other Customers satisfactorily.

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(b) Seller may require Customer, at Customer's expense, to make such changes in its system as may be necessary to reasonably limit such fluctuations and disturbances.

(c) Customer shall take and use the power and energy hereunder in such a manner that the load at the Delivery Point shall not cause an imbalance between phases sufficient to cause interference with the Seller's system or to systems connected to Seller's system; otherwise, Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such conditions. In addition to any other remedies that Seller may have hereunder, should Customer fail to make such changes, Seller may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

(d) Customer acknowledges and agrees that Seller shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point that results solely from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point. The Parties agree that Customer's historic use of power and energy has not caused any damage, interference, or phase imbalance on Seller's system or systems connected to Seller's system.

(e) Seller acknowledges and agrees that it shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point, except those that result solely from negligent acts or omissions or intentional acts of Seller, or Seller's employees, contractors or invitees acting within the scope of their employment, contract or invitation, respectively. Customer waives any claims it may have against Seller for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point that occurred prior to the effective date of this Agreement.

2.06 Power Factor. Customer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If Customer's power factor is less than 90% at time of maximum load, Seller reserves the right to require Customer to choose either (a) installation at Customer's expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

2.07 Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Seller's power supplier, and shall be and remain the property of Seller or Seller's power supplier.

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(b) Each meter shall be read on or about the first day of each month, or such other day as may be mutually agreed upon by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.

(c) All inspections and testing of metering equipment shall be performed in accordance with applicable rules and regulations of the Commission.

(d) The metering point shall be at Customer's main substation at the Plant Site at the 161,000 voltage level.

2.08 Easements and Facilities Provided by Customer. Customer has provided, and shall continue to provide or cause to be provided, without cost to Seller, the following easements and facilities which are or may be necessary for Seller or its power supplier to supply the electric consuming facilities of Customer with retail electric service:


(a) Easements for rights-of-way upon Customer's property, at such locations and of such dimensions as determined by Seller and which are necessary for the construction of facilities which Seller or its power supplier must furnish to provide electric service herein; provided, however, that if Customer wishes to move such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense. Customer shall also provide or cause to be provided, without cost to Seller, a suitable switching station site in fee, rough-graded to Seller's requirements, located adjacent to Customer's main substation, for the construction and erection of such new facilities and future alterations to existing facilities as may from time to time be necessary to serve Customer; provided, however, that Seller shall reconvey any such site back to Customer in the event that this Agreement is terminated and Seller is not then using such site for any other customer, or in the event that Customer has a need for such site and is willing to provide Seller with a satisfactory alternate site and pay all relocation costs.

(b) Customer has furnished, and except as provided in Section 2.09 hereof, Customer shall continue to furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such substation facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point, including two power transformers and low voltage distribution equipment (including switchgear, supporting structures, associated bus and hardware, and such protective devices as may be reasonably necessary to protect the system of Seller from disturbances caused by Customer). Plans for equipment to be installed for such protection shall be submitted to Seller for prior approval, provided that (i) Seller shall respond promptly to any such submission either with its approval or describing in detail what changes Seller requires in order to grant its approval, (ii) such review shall be at Seller's expense, (iii) approval shall not be unreasonably withheld, and (iv) Seller shall not require any greater degree of protection than would be required by generally accepted standards of prudent electrical practice.

2.09 Facilities Provided by Seller. Seller has furnished, and shall continue to furnish or cause to be furnished, at no extra charge to Customer, all of the facilities required for the delivery of electric power and energy to the Delivery Point, including the following facilities:

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(a) One 161,000 volt radial transmission line extending from one of the existing substations on Big Rivers' transmission system to the Delivery Point; and

(b) Metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, and coordinate the delivery of electrical power and energy between Seller's and Customer's facilities.

2.10 Operation and Maintenance of Facilities.


(a) Seller shall construct, operate, and maintain, or cause to be constructed, operated and maintained, all facilities and equipment owned by it or its power supplier and required to supply retail electric service to Customer in accordance with the terms of this Agreement, and all other applicable laws, codes and regulations.

(b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all of the facilities and equipment owned by it in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes, and regulations; provided, however, that Seller shall have no duty to inspect such facilities for compliance therewith.

2.11 Right of Removal. Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed, by either Party on or in the premises of the other Party shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove such equipment, apparatus, devices, or facilities; provided, however, that Customer may not recover any easements or sites conveyed to Seller as referred to in Section 2.08 hereof except to the extent that Seller no longer has a need to make use of such easements or sites.

ARTICLE III  
PAYMENT

3.01 Rates. On and after the Effective Date (as defined in Section 11.02 below) of this Agreement, Customer shall pay Seller for service hereunder at the rates set forth in Seller's Rate Schedule 32, attached hereto as Exhibit A, and other applicable tariffs of Seller, or any successor tariff(s), all of which are incorporated herein by reference, subject to such changes as may become effective from time to time by operation of law or by order of the Commission, provided that in the case of any filing with the Commission which changes or affects the terms, conditions, or rates under this Agreement, Seller gives Customer notice in accordance with Article VIII of this Agreement and in accordance with law and the Commission's regulations and orders so that Customer has the opportunity to participate in any proceeding at the Commission affecting the terms, conditions, or rates hereunder.

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3.02 Taxes. Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

3.03 Billing Demand.

(a) The monthly billing demand shall be the greater of the maximum integrated thirty-minute demand at the Delivery Point during each month or the minimum billing demand, with such maximum integrated thirty-minute demand determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes. The provisions of Section 2.06 apply to the measured kilowatts.

(b) The minimum billing demand of Customer shall be 20,000 kilowatts.

3.04 Payment of Bills. Bills for service furnished during the preceding monthly billing period shall be processed and mailed to Customer, and a copy faxed to Customer, not later than the first Working Day after the thirteenth (13<sup>th</sup>) day of each month. Bills for service hereunder shall be due and payable on or before the first Working Day after the twenty-fourth (24<sup>th</sup>) day of the month. "Working Day" shall mean any day other than a Saturday, Sunday, or banking holiday. In the event payment of the current monthly bill (excluding any amounts as to which there is a bona fide dispute) is not received by Seller on or before the due date, Seller may discontinue delivery of electric power and energy hereunder upon fifteen (15) days notice to Customer of its intention to do so, unless Seller receives payment before the end of such fifteen (15) day notice period. Simple interest equal to the then-effective prime commercial lending rate as published in the "Money Rates" section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the due date until paid. Any such discontinuance of service under this paragraph shall not relieve Customer of any of its obligations under this Agreement. The Parties agree that if the billing date by which Big Rivers bills Seller under Big Rivers' tariff relative to the service provided under this Agreement changes, or that if the due date by which Seller must pay Big Rivers under Big Rivers' tariff relative to the service provided under this Agreement changes, the Parties will amend the billing date and due date herein accordingly.

3.05 Customer Deposit. As security for payment of its monthly billing obligations, Customer shall be required to provide Seller a cash deposit or an irrevocable bank letter of credit representing two (2) months' estimated billing, being the total amount of \$1,356,000.00 and Seller hereby acknowledges receipt of same. Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually to Customer. Letters of credit must be approved by Seller. Annually the Parties shall adjust the deposit or bank letter of credit accordingly.

ARTICLE IV  
CONTINUITY OF SERVICE

4.01 Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, Seller shall be responsible for

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damages to Customer occasioned by any failure, shortage, or interruption of service or for failure as a result of Force Majeure (as defined in Section 4.02 below).

4.02 In the event either Party shall be unable, wholly or in part, by reason of Force Majeure (as defined below), including Force Majeure preventing Seller's power supplier from supplying power for Seller's resale to Customer, to carry out its obligations hereunder, on such Party's giving notice and reasonably full particulars of such Force Majeure, first by telephone and then confirmed in writing, to the other Party within a reasonable time after the occurrence of the cause relied upon, then the obligations of the Parties, to the extent they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and the following provisions shall apply:


(a) Inability of Seller. Should Seller's ability to make power available to Customer in the amount provided for hereunder be interrupted or curtailed for a period longer than 120 consecutive minutes because of Force Majeure, then for the period of and to the extent of such interruption or curtailment, the monthly billing demand shall be prorated by a factor equal to the ratio of the time Seller is unable to deliver power to the total time in the billing period.

(b) Inability of Customer. If a Force Majeure affects all or a portion of Customer's equipment so that for a period longer than 120 consecutive minutes, Customer is unable to receive and utilize all or a portion of the power that it would have otherwise received and utilized, then an appropriate adjustment will be made in the monthly billing demand, and if the Force Majeure continues for an entire monthly billing period during which the minimum billing demand is greater than the maximum integrated thirty-minute demand for that billing period, the minimum billing demand shall be adjusted downward for purposes of calculating the monthly billing demand for that billing period by the amount of demand reduction attributable to the Force Majeure.

(c) The term "Force Majeure" as used herein, shall mean acts of God, strikes or general employee work stoppages that are not under the reasonable control of Customer, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government, whether federal, state, or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment, or transmission lines, inability of either Party to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state, or local, civil or military, and any other causes which are not reasonably within the control of the Party affected.

(d) The Party unable to perform its obligations hereunder by reason of Force Majeure shall remedy such inability with all reasonable dispatch; provided, however, the Customer shall not be required to restore its plant and/or operations to the extent that it is not practical for Customer to do so. The Party affected by an event of Force Majeure shall provide the other with a timely and reasonably full description of the nature and impact of the damages to its facilities and operations caused by such event, and the anticipated duration of the effect.

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thereof on that Party's performance hereunder. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

ARTICLE V  
TERM

5.01 Term and Renewals. This Agreement shall remain in full force and effect for a primary term beginning with the Effective Date hereof (as defined in Section 11.02 below) and continuing through the one hundred twentieth (120<sup>th</sup>) month thereafter. Customer may terminate this Agreement prior to the end of the ten year primary term by giving Seller and Big Rivers at least twelve (12) months prior notice in accordance with Article VIII of this Agreement.

5.02 Assignment. This Agreement shall be assignable by Customer only if (a) Customer agrees in writing to guarantee all of Customer's obligations hereunder, or (b) Customer obtains the prior written consent of Seller, which consent will not be unreasonably withheld, delayed or conditioned. Seller may withhold approval of a proposed assignment until, among other things, Seller has been provided with all information it may reasonably require regarding the proposed assignee, including the ability of the proposed assignee to fulfill its obligations hereunder.

ARTICLE VI  
RIGHT OF ACCESS

6.01 Duly authorized representatives of Seller shall be permitted to enter upon Customer's premises at all reasonable hours in order to carry out the provisions of this Agreement.

6.02 Each Party shall furnish to the other such reports and information concerning its operations as the other may reasonably request from time to time.


6.03 Seller shall cause Big Rivers to provide to Customer, upon Customer's request, documentation regarding unplanned downtime events on the transmission line to Customer, a description of such downtime events, and a description of any remediation efforts to prevent future similar events.

6.04 Seller shall cause Big Rivers to provide to Customer, upon Customer's request, documentation listing the preventative maintenance measures planned on the transmission line to Customer, as well as the actual preventative maintenance measures from the prior year.

ARTICLE VII  
EVENTS OF DEFAULT AND REMEDIES

7.01 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

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- Agreement;
- (a) Failure by Customer to make any payment in accordance with this Agreement;
- (b) Failure of a Party to perform any material duty imposed on it by this Agreement;
- (c) Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Section 5.02;
- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.

7.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein, except as provided in Section 7.03 below.

7.03 LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

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ARTICLE VIII  
NOTICES

8.01 Any notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served upon the other Party if the notice is in writing and placed in this mail, postage prepaid, or delivered to the other Party at the following addresses:

To the Seller:

Kenergy Corp.  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018  
Attn: President and CEO

With a copy to:

Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, KY 42419-0024  
Attn: President and CEO

To the Customer:


Kimberly-Clark Corporation  
Owensboro Mill  
601 Innovative Way  
Owensboro, KY 42301-8437  
Attn: Mill Manager

With a copy to:

Kimberly-Clark Corporation  
1400 Holcomb Bridge Road  
Building 200/2  
Roswell, GA 30076  
Attn: Director of Energy Services

Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party in writing of such change.

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ARTICLE IX  
REPRESENTATIONS AND WARRANTIES

9.01 Representations of Seller. Seller hereby represents and warrants to Customer as follows:

(a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.

9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

(a) Customer is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.

ARTICLE X  
SEVERABILITY


10.01 The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

ARTICLE XI  
SUCCESSION, APPROVAL, AND EFFECTIVE DATE

11.01 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assigns of the respective Parties hereto.

11.02 The "Effective Date" of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until this Agreement is approved or accepted in writing by the Commission.

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ARTICLE XII  
MISCELLANEOUS

12.01 Entire Agreement. The terms, covenants, and conditions contained herein constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, provided, however, that service to Customer is subject to the lawful orders of the Commission. All applicable tariffs of Seller are incorporated by reference.

12.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue of any state court action, legal or equitable, related to this Agreement shall be Henderson County, Kentucky.

12.03 Waiver. The waiver by either Party of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

12.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties.


12.05 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original.

12.06 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the day and year first above written.

(Signatures are on pages 13 and 14)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/9/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

KENERGY CORP.

By: *Sandy Novick*  
Sandy Novick  
President and CEO

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KIMBERLY-CLARK CORPORATION

By: *Jan B.C. Spencer*  
Printed Name: Jan B.C. Spencer  
Title: President Global KC Professional

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*J.P. [unclear]*  
12-2009



**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/9/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**  
By: *Jeff Oberman*  
Executive Director



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 1

Second Revised SHEET NO. 32B

CANCELLING PSC NO.

First Revised SHEET NO. 32B

<b>CLASSIFICATION OF SERVICE</b>
<b>Schedule 32 – Large Industrial Customers Served Under Special Contract (Dedicated Delivery Points) – Class B</b>

Kimberly Clark

The monthly delivery point rate shall be:

- (R) Customer Charge.....\$1,028 Month
- Demand Charge of:
- per KW of Billing Demand.....\$10.15
- Energy Charge of:
- (R)        per KWH..... .013881

TAXES AND FEES

School Taxes added to bill if applicable.  
Kentucky Sales Taxes added to bill 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 in the rules and regulations of this tariff.

DATE OF ISSUE June 27, 2005 DATE EFFECTIVE \_\_\_\_\_

ISSUED BY Mark A. Barby TITLE \_\_\_\_\_

SIGNATURE OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 2004-00446.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/14/2005

PURSUANT TO 807 KAR 5:011

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/14/2005

1/9/2009

PURSUANT TO 807 KAR 5:011

Executive Director (1)

By J. D. Brown  
Executive Director

**EXHIBIT**  
A