

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT is made and entered into this the 26~~TH~~ day of April, 2005, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Henderson, Kentucky 42420 (hereinafter "Seller"), and **HANCOCK BOARD OF EDUCATION**, Hawesville, Kentucky (hereinafter "Consumer");

WITNESSETH:

WHEREAS: (1) Seller currently provides electric service to Consumer at Hancock County High School and Hancock County Middle School under Schedule 2 of its filed tariff (Account No. 8-056-13-012-00-3);

(2) The two (2) schools 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 an athletic building being constructed behind the two (2) schools and that Seller also own and maintain the facilities beyond the metering point for said service;

(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;

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By 
Executive Director

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 athletic building, 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 2 of Seller's tariff, except that (a) Consumer shall not receive the Primary Service Discount of \$.50 per KW of Billing Demand provided in Schedule 2, and (b) Consumer shall pay a Monthly Facilities Charge as set forth in Schedule 31 of Seller's tariff that is currently 1.35% of Seller's investment in the aforementioned facilities. (Consumer acknowledges that the estimated cost is \$9,294.96 which would result in a monthly facility charge of \$125.48; 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.)

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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 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 Mark Bailey
Mark Bailey, President and CEO

ATTEST:

Debra Hayden

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By [Signature]
Executive Director

CONSUMER:

HANCOCK BOARD OF EDUCATION

By Mike Gray

Mike GRAY
(printed name)

Superintendent
(title)

ATTEST:

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