


**AGREEMENT FOR ELECTRIC SERVICE**

This agreement for electric service ("Agreement") is made March 6, 2020, between KENERGY CORP., 6402 Old Corydon Road, Henderson, Kentucky 42420 (hereinafter called the "Seller"), and ROUGH CREEK MINING, LLC with a service address at 7386 S.R. 593, Calhoun, KY 42327, and corporate address at 828 Lane Allen Road, Suite 219, Lexington, KY 40504 (hereinafter called the "Consumer");

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy, which the Consumer may need at the aforementioned service address, up to 167 kilowatts (the "Maximum Demand"), with a minimum contract demand of 100 kilowatts, except as otherwise provided herein, upon the following terms:

1. **SERVICE CHARACTERISTICS**

- A. Service hereunder shall be alternating current, 3 phase, sixty cycles, nominal 69,000 volts.
- B. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder. All electric consuming facilities of Consumer shall be connected on the load side of the metering facilities described in Addendum 1.22.
- C. The Consumer acknowledges that Seller's wholesale power supplier is transmitting electric power and energy to Seller for sale hereunder

<b>POWER SUPPLIER</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director

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across the transmission system of Big Rivers Electric Corporation (the "Wholesale Transmission System" or "Big Rivers").

2. **PAYMENT**

A. The Consumer shall pay the Seller for service hereunder on and after the "Service Commencement Date" (as defined in Section 6 of this Agreement) at the rates and upon the terms and conditions set forth in Seller's Schedule 35, as it may be amended from time to time. A copy of Seller's current Schedule 35 is attached to and made a part of this Agreement as Exhibit "A." If any terms in this Agreement conflict with any terms in Seller's tariff, the terms in this Agreement shall govern to the extent of the conflict.

B. **[RESERVED]**

C. **[RESERVED]**

D. Bills for service hereunder shall be paid by at the office of the Seller at Kenergy Corp., Post Office Box 18, Henderson, KY 42419, or 6402 Old Corydon Rd., Henderson, KY 42420.

E. Such payments shall be due on the 25<sup>th</sup> day of each month for service furnished during the preceding monthly billing period.

F. If the Consumer shall fail to make any such payment when such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however that such discontinuance of

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service shall not relieve the Consumer of any of its obligations under this Agreement.

G. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make an equivalent modification in the rate for service hereunder.

H. Consumer's payment obligations under this Section 2 shall survive termination of this Agreement.

3. **MEMBERSHIP**

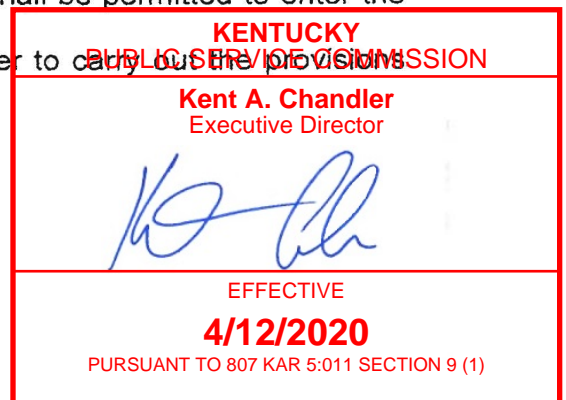
The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such generally applicable rules and regulations as may from time to time be adopted by the Seller.

4. **CONTINUITY OF SERVICE**

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, then Seller shall not be liable therefor or for damages caused thereby.

5. **RIGHT OF ACCESS**

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.




6. **TERM AND SERVICE COMMENCEMENT DATE**

This Agreement shall become effective upon the approval or acceptance referred to below in Section 8, and shall remain in effect until ten (10) years following the start of the initial billing period and thereafter until and unless terminated by either party giving to the other three (3) months' notice in writing (the "Term").

7. **CONSUMER OBLIGATIONS**

A. Within 90 days of execution of this agreement Consumer will clear vegetation near the existing transmission line to Consumer's facility to minimize outage risks on Big Rivers' system. Consumer agrees to clear and maintain the existing transmission line according to the Big Rivers vegetation management specifications. Consumer agrees that Big Rivers is an intended third-party beneficiary of Consumer's obligations under this paragraph and that Big Rivers has the right to enforce said obligations, including through orders compelling specific performance.

B. As security for payment of its monthly billing obligations, Consumer shall further be required to provide Seller a cash deposit or provide an irrevocable bank letter of credit representing two (2) months' estimated billing, being the total amount of \$ 28,159.32, on the date of this Agreement, and Seller hereby acknowledges receipt of same. The amount of this security for payment shall increase if the minimum Contract Demand for billing purposes, or Seller's rates for service increases, and Consumer shall provide Seller with same without demand or notification from Seller.

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<b>Kent A. Chandler</b> Executive Director

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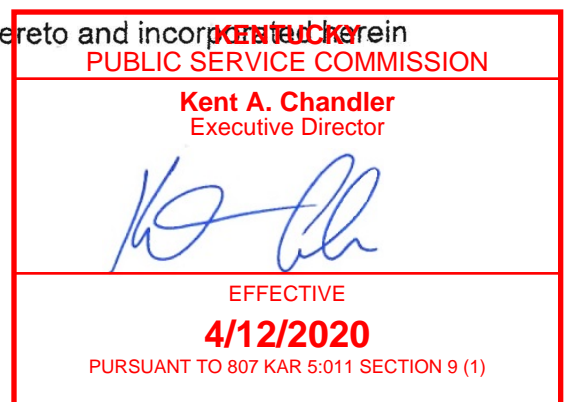
- C. Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually to Consumer. Letters of credit for the foregoing securities may be combined, and must be approved in advance by Seller as to form and issuer. Annually the Parties shall adjust the deposit or bank letter of credit required by Paragraph 7(B) reasonably to reflect changes in the amounts of the obligations of Consumer secured by the deposit or bank letter(s) of credit.
- D. Consumer's obligations under this Section 7 shall survive termination of this Agreement.

8. **SUCCESSION AND APPROVAL**

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto and may be assigned by Consumer with the consent of Seller, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Consumer shall not relieve Consumer of its obligations to Kenergy hereunder unless Consumer has been expressly relieved of those obligations by Kenergy, in writing. This Agreement shall not be effective unless (i) it is approved or accepted in writing by the Kentucky Public Service Commission ("KPSC"), and (ii) Seller's wholesale agreement with Big Rivers regarding service to Consumer has received all approvals required by its credit agreements, and is approved or accepted in writing by the KPSC.

9. **ADDENDA**

The addenda to this Agreement are attached hereto and incorporated herein as a part of this agreement for electric service.



10. **INDEMNIFICATION**

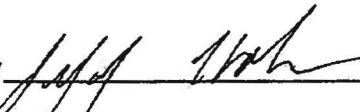
Consumer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, damages, judgments, losses or expenses asserted against Seller by or on behalf of Big Rivers arising out of, related to or concerning damage to the Wholesale Transmission System, or any system or electric consuming facilities connected to the Wholesale Transmission System resulting from Consumer's operations, activities or usage of electric power and energy hereunder.

11. **NOTICE TO BIG RIVERS**

Any notice from Consumer to Seller required by the terms of this Agreement shall be given concurrently to Big Rivers Electric Corporation, 201 Third Street, Henderson, KY 42420, Attn: President and CEO, using the same methodology required by this Agreement for notice to Kenergy.

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

**KENERGY CORP.**  
Seller

By 

Printed Name: Jeff Hohn

Title President and CEO

**ROUGH CREEK MINING, LLC**  
Consumer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director 
EFFECTIVE <b>4/12/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

By David D. Ross

Printed Name DAVID D. ROSS

Title VICE-PRESIDENT - OPERATIONS

ROUGH CREEK MINING, LLC

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**Kent A. Chandler**  
Executive Director



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**4/12/2020**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Ninth Revised SHEET NO. 35

CANCELLING PSC NO. 2

Eight Revised SHEET NO. 35

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

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rate shall apply to existing large members where service is provided through a dedicated delivery point TT connected to the transmission system of Big Rivers or other accessible system classified as Class C member, or new members executing special contracts approved by the Kentucky Public Service Commission for load levels below 30,000 KW billing demand.

TYPE OF SERVICE

The electric service furnished under this schedule will be three-phase sixty cycle, alternating current at available nominal voltage.

RATE

Customer Charge per Delivery Point \$100.00 per month

Plus:

Demand Charge per KW of Billing Demand in Month \$ 10.715

Plus:

Energy Charges:

Per KWH \$ 0.041050

Facilities Charge

1.15%

(times assigned dollars of Kenergy investment for facilities per month-see Sheet No.35B)

DETERMINATION OF BILLING DEMAND

The Billing Demand in kilowatts shall be the higher of: a) The member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes; or b) the Contract Demand.

POWER FACTOR ADJUSTMENT

The member agrees to maintain a power factor as nearly as practical to unity. Kenergy will permit the use of apparatus that shall result, during normal operation, in a power factor not lower than 90%. At Kenergy's option, in lieu of the members providing the above corrective equipment when power factor is less than 90%, Kenergy may adjust the maximum measured demand for billing purposes in accordance with the following formula:

DATE OF ISSUE November 23, 2016

Month / Date / Year

DATE EFFECTIVE January 1, 2017

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. DATED

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR
[Signature]
EFFECTIVE 1/1/2017
PURSUANT TO 807 KAR 5.011 SECTION 9 (1)





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Fourth Revised SHEET NO. 35A

CANCELLING PSC NO. 2

Third Revised 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.% 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:

D

- Renewable Resource Energy Service Rider      Sheets No. 23 - 23D
- Fuel Adjustment Rider                                Sheets No. 24 - 24A
- Environmental Surcharge Rider                    Sheets No. 25 - 25A
- 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.

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 November 23, 2016  
Month / Date / Year

DATE EFFECTIVE May 20, 2016  
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. 2015-00312 DATED September 15, 2016

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>Talina R. Mathews</b> EXECUTIVE DIRECTOR
<i>Talina R. Mathews</i>
EFFECTIVE <b>5/20/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Third Revised SHEET NO. 35B

CANCELLING PSC NO. 2

Second 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

Table with columns: Line No., Item, Rate Calculation. Rows include Distribution O & M Expense, Property Tax, Cost of Capital, and General Plant Factor.

DATE OF ISSUE November 23, 2016
DATE EFFECTIVE May 20, 2016
ISSUED BY [Signature]
TITLE President and CEO
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2015-00312 DATED September 15, 2016

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR
EFFECTIVE 5/20/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 35C

CANCELLING PSC NO. 2

SHEET NO. 35C

CLASSIFICATION OF SERVICE

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

	32	SUMMARY:	
R	33	O & M Factor	3.84%
R	34	A & G Factor	0.91%
N	35	Property Tax Factor	0.62%
R	36	Capital Recovery Factor	7.89%
R	37	General Plant Factor	0.47%
R	38	Total Annual Carrying Cost	13.74%
R	39	PSC Assessment	+ 0.998099
R	40	Adjusted Annual Carrying Cost	13.76%
	41		+ 12
R	42	Monthly Fixed Charge Rate Charge	1.15%

DATE OF ISSUE November 23, 2016  
 Month / Date / Year

DATE EFFECTIVE May 20, 2016  
 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. 2015-00312 DATED September 15, 2016

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews**  
EXECUTIVE DIRECTOR

*Talina R. Mathews*

EFFECTIVE  
**5/20/2016**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)