



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

February 24, 2020

Mr. Jeffrey A. Hohn
President and CEO
Kenergy Corp.
6402 Corydon Road
3111 Fairview Drive, P. O. Box 1389
Owensboro, KY 42302-1389

Dear Jeff:


This letter agreement ("*Letter Agreement*") will evidence Big Rivers' concurrence with the terms of Kenergy's electric service agreement with Rough Creek Mining, LLC (the "*Retail Customer*") dated February 24, 2020, 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 LIC or Rate Schedule LICX, 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 and charges in excess of measured demand, and agrees to pay over to Big Rivers all funds : such billings. The terms of this paragraph do not affect the obliga

KENTUCKY PUBLIC SERVICE COMMISSION Kent A. Chandler Executive Director

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Mr. Jeffrey A. Hohn
February 24, 2020
Page 2

Big Rivers in accordance with Big Rivers' tariff as and when billed for the wholesale charges for electric power and energy 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 and the Rural Utilities Service.

(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.

(8) **Termination of Power Supply Obligations under Pennyrile Agreements.** Big Rivers and Kenergy entered into a letter agreement dated March 11, 2013 (the "*Pennyrile Wholesale Agreement*"), under which, among other things, Big Rivers agreed to make available to Kenergy the power required under a retail agreement between Kenergy and Pennyrile Energy, LLC ("*Pennyrile*") for service to Pennyrile's Riveredge Mine (the "*Pennyrile Retail Agreement*"). As Retail Customer is the new owner of the Riveredge Mine and the Retail Agreement will now provide the terms under which Kenergy provides retail electric service to the Riveredge Mine, the parties acknowledge and agree that Kenergy will no longer supply power under the Pennyrile Retail Agreement and that Big Rivers will no longer have any obligation to supply power under the Pennyrile Wholesale Agreement.

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Executive Director

Robert W. Berry
President/CEO



EFFECTIVE

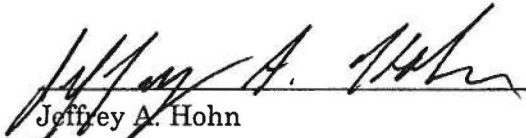
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Mr. Jeffrey A. Hohn
February 24, 2020
Page 3

ACCEPTED:

KENERGY CORP.



Jeffrey A. Hohn
President/CEO
Date: 2/24/2020

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



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