

**AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE**

THIS AMENDMENT made and entered into this the 23 day of JUNE, 2003, by and between **KENERGY CORP.**, a Kentucky corporation, consolidation successor of Henderson Union Rural Electric Cooperative Corp., hereinafter referred to as "Seller," and **PEABODY COAL COMPANY**, a Delaware corporation, hereinafter referred to as "Consumer;"

**WITNESSETH: WHEREAS**

(1) Henderson Union Rural Electric Cooperative Corp. ("HUEC") and Consumer entered into an Agreement for Electric Service dated July 1, 1992 ("Agreement"), pertaining to the purchase and sale of electric power and energy at the Breckinridge Mine delivery point;

(2) Thereafter HUEC consolidated with another retail electric distribution cooperative to form Seller;

(3) Seller and Consumer desire to amend the Agreement to substitute Schedule 31 of Seller's filed tariff for HUEC's former Schedule LP-4, which is now obsolete and to reduce the demand for billing purposes to not less than 500 kW for any billing period;

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PURSUANT TO 807 KAR 501  
SECTION 9 (1)

BY Charles L. Dorn  
EXECUTIVE DIRECTOR

NOW, therefore, in consideration of the mutual promises and covenants of the parties **IT IS AGREED** as follows:

1. All references to HUEC's Schedule LP-4 in the Agreement are deleted and from and after effective date hereof Consumer shall pay Seller for service under the Agreement, as amended, at the rates and upon the terms and conditions set forth in Schedule 31 attached to and made a part of this Amendment. Notwithstanding any provision of said Schedule 31 and irrespective of Consumer's requirements or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 500 kW for any billing period.

2. HUEC is deleted as Seller under the Agreement and substituted therefor is Kenergy Corp.

3. Section 4.40 of Addendum 4 is revised to state as follows:

4.40 Any written notice, demand or request required or authorized under this agreement shall be deemed properly given to or served on Seller if mailed to: Kenergy Corp., Post Office Box 18, Henderson, Kentucky 42419-0018. Any such notice, demand or request shall be deemed properly given to or served on Consumer if mailed to: Peabody Coal Company, Camp #9

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JUL 19 2003

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
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Preparation Plant, Post Office Box 101, Waverly, Kentucky 42462. Each party shall have the right to change the name or location to whom or where the notices are to be given by notifying the other party in writing, of such change.

4. The remaining terms and conditions of the Agreement shall continue to apply from and after effective date hereof.

5. This Amendment shall become effective on July 19, 2003, provided, however, that this Amendment shall not become effective until accepted or approved by the Kentucky Public Service Commission.

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

**SELLER:**

**KENERGY CORP.**

By Dean Stanley  
DEAN STANLEY, PRESIDENT & CEO  
(printed name and title)

**CONSUMER:**

**PEABODY COAL COMPANY**

By Kemal Williams PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE  
Kemal Williams, PRESIDENT 2003  
(printed name and title)

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BY Thomas W. Dore  
EXECUTIVE DIRECTOR