

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made October 14, 2003, between KENERGY CORP, 6402 Old Corydon Road, Henderson, Kentucky 42420 (hereinafter called the "Seller"), and STEAMPORT, LLC, a Kentucky limited liability company with a service address at Highway 370, Onton, Kentucky and corporate address at 12410 Hanson Road, Slaughters, Kentucky 42456, (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 location, up to 5,000 kilowatts, upon the following terms:

1. SERVICE CHARACTERISTICS

- A. Service hereunder shall be alternating current, 3 phase, sixty cycles, 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.
- C. Electrical usage will be metered at the customer's secondary voltage with a 1. % adder to the metered KW and KWH to account for transformer losses, as determined by Seller.
- D. The Consumer shall not use the energy delivered under this Agreement in such manner as to cause a system disturbance or phase unbalance which may be reasonably expected to cause damage to or interference with Seller's system, systems connected with Seller's system, or facilities or other property in proximity to Seller's system; or which prevents Seller from serving other consumers satisfactorily.

A system disturbance includes but is not limited to: (a) Harmonic Distortion: a level of current harmonic total demand distortion (TDD) measured at a customer's point of delivery that exceeds the limits on TDD described in IEEE Standard 519, Section 10; and, (b) Phase Imbalance: a use of capacity and energy in such a manner that causes a current imbalance between phases greater than 5% at a Retail Customer's point of delivery.

- E. Except as provided above, the terms and conditions of Schedule 31 of Seller's filed tariff shall apply.

2. PAYMENT

- A. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule 31 of Seller's filed tariff, attached to and made a part of this Agreement as Exhibit A. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 300 kilowatts through July 31, 2004, and 500 kilowatts per month thereafter for any billing period. In any event the Consumer shall pay the Seller not less than \$3,045 per month through July 31, 2004, and \$5,075 per month thereafter for service or for having service available hereunder during the term of the Agreement. AMERICAN PUBLIC UTILITIES COMPANY OF KENTUCKY EFFECTIVE 10/19/2003
- B. The initial billing period shall start when Consumer begins using electric power and energy, or 30 days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first; subject, however, to conditions of section 9.B., below.

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SECTION 9 (1)

BY Charles H. Brown
EXECUTIVE DIRECTOR

C. **Bills for service hereunder shall be paid at the office of the Seller at Kenergy Corp, 6402 Old Corydon Rd., Henderson, Kentucky 42420.**

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

If the Consumer shall fail to make any such payment within fifteen (15) days after 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 service shall not relieve the Consumer of any of its obligations under this Agreement.

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 a corresponding modification in the rate for service hereunder.

3. **MEMBERSHIP**

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

4. **FACILITIES; POINT OF DELIVERY**

A. **Seller shall install, or cause to be installed by its wholesale electric provider Big Rivers Electric Corporation ("Big Rivers"), at no cost to Consumer, all facilities required to provide 69 kV electric service to the point of delivery at which Consumer takes power from Seller, said facilities including the following: (1) two 69 kV line switches installed in Big Rivers existing 69 kV line including required anchors and guys attached to switch pole (take off pole), (2) one span of conductor to Consumer's first pole (point of delivery) including required conductor compression dead-end bodies and hardware, (3) all revenue metering equipment including current transformers, potential transformers, meter, necessary wiring and enclosure. The revenue metering equipment will be located on the secondary side of Consumer's electric transformer on Consumer's side of the point of delivery.**

B. **Consumer will install, or cause to be installed, at its own cost, all facilities beyond the point of delivery required to transport and transform the delivered power and energy to its load.**

C. **The point of delivery will be on the face of a pole owned by Consumer, which will be the first pole of Consumer's 69kV line located at a mutually agreed upon place adjacent to the take-off point to Big Rivers' 69 kV transmission line.**

5. **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, the Seller shall not be liable therefore or for damages caused thereby.

6. **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.

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BY Charles L. Dorn
EXECUTIVE DIRECTOR

7. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until one (1) year following the start of the initial billing period, and shall remain in effect thereafter until terminated by either party giving to the other three (3) months' notice in writing.

8. CONSUMER DEPOSIT

As security for payment of its monthly billing obligations, Consumer shall be required to provide Seller a cash deposit or other sufficient guaranty in a sum representing two (2) months' estimated billing, initially being the amount of \$17,047, and Seller hereby acknowledges receipt of a cash deposit in said amount.

9. SUCCESSION AND APPROVAL

A. *This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.*

B. *This Agreement shall not be effective unless approved or accepted in writing by the Kentucky Public Service Commission.*

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

SELLER:

KENERGY CORP.

By Dean Stanley
President

ATTEST:

Debra Hayden
SECRETARY

CONSUMER:

STEAMPORT, LLC

By [Signature]
Manager
TITLE OF OFFICER

ATTEST:

Stacey Boles

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

BY Thomas G. Dorn
EXECUTIVE DIRECTOR



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 1

First Revised SHEET NO. 31A

CANCELLING PSC NO.

Original SHEET NO. 31A

CLASSIFICATION OF SERVICE

Schedule 31 - Dedicated Delivery Point or 2,001 KW and Above

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 Seller.

MONTHLY RATE

Customer Charge per delivery point.....\$100.00
Demand Charge per KW of Billing Demand\$ 10.15

Energy Charges:

First 5,000,000 KWH, per KWH..... 0.0182750
Over 5,000,000 KWH, per KWH..... 0.0167750

Monthly Facilities Charge per Assigned Dollar 1.35%
of Investment by Kenergy in substation,
transformer, feeder, etc.

(T) TAXES AND FEES

School Taxes added to bill if applicable.
Kentucky Sales Taxes added to bill if applicable.

(N) 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.

MINIMUM DEMAND CHARGE

The minimum demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

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 of the bill, the gross rate will apply.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

NOV 19 2003 PURSUANT TO 807 KAR 5:011 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

BY EXECUTIVE DIRECTOR

DEC 20 2002

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

BY EXECUTIVE DIRECTOR December 20, 2002

DATE OF ISSUE September 10, 2002 DATE EFFECTIVE

ISSUED BY SIGNATURE OF OFFICER TITLE President and CEO



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 1

Original SHEET NO. 31

CANCELLING PSC NO.

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 31 - Dedicated Delivery Point or 2,001 KW and Above

AVAILABLE

This rate shall apply to: 1) Large customers whose load requirements exceed 500 KW and where service is provided through a dedicated substation connected to the 69 kv. transmission system of Big Rivers or other accessible system; 2) any large power customer (non-dedicated) contracting for not less than 2001 KW; and 3) any large power customer formerly served under special contract whose load requirements exceed 2,001 KW.

CONDITIONS OF SERVICE

An "Agreement for Purchase of Power" shall be signed by any new customer prior to service under this rate.

CHARACTER OF SERVICE

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the Seller.

DETERMINATION OF BILLING DEMAND

For all delivery points, the Billing Demand in kilowatts shall be the highest of: a) The customer'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; b) the Contract Demand; or c) 500 KW where service is provided through a dedicated substation and 2,001 KW for all other customers.

POWER FACTOR ADJUSTMENT

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

Max. Measured KW x 90% / Power Factor (%)

The power factor shall be measured at time of maximum load.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE NOV 19 2003 SECTION 9(1) PUBLIC SERVICE COMMISSION BY: [Signature] EXECUTIVE DIRECTOR EFFECTIVE

JUN 29 2001

PURSUANT TO 807 KAR 5.011, SECTION 9(1) BY: [Signature] SECRETARY OF THE COMMISSION

DATE OF ISSUE July 16, 2001 DATE EFFECTIVE June 29, 2001 ISSUED BY [Signature] TITLE President and CEO