

**AGREEMENT FOR PURCHASE OF POWER**

**LAND O' FROST**

**THIS AGREEMENT** is made and entered into this the 14 day of July, 2017, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Post Office Box 18, Henderson, Kentucky 42419 (hereinafter "Seller"), and **LAND O' FROST**, 3295 Nebo Road, Madisonville, Kentucky 42431 (hereinafter "Member");

**WITNESSETH:**

**WHEREAS:** (1) Seller currently provides electric service to Member at 3295 Nebo Road, Madisonville, KY, under Schedule 7 of its filed tariff (Account No. 3232110400);

(2) Member desires that Seller install a new primary metering point to serve production facility and that Seller also own and maintain the facilities beyond the metering point for said service;

(3) Seller agrees to make the aforementioned installation of new service and to own and maintain the facilities beyond the metering point up to the secondary terminals or the low side of each transformer. In addition, Seller agrees to own and maintain area lights that are powered from transformers beyond the metering point. The parties have agreed to the terms and conditions for this new service.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**John Lyons**  
**ACTING EXECUTIVE DIRECTOR**  
  
**EFFECTIVE**  
**8/23/2017**  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

**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 aforementioned primary metering point in order to provide electric service to Member's production facility; and Seller shall own and be responsible for the proper maintenance of said facilities as herein described, but said facilities are leased to Member in consideration of the facilities charge set forth below.

2. Seller shall sell and deliver to Member and Member shall purchase all electric power and energy that Member may need at the aforementioned location under the terms and conditions of Schedule 7 of Seller's tariff. Member shall (a) Receive the Primary Service Discount of \$.65 per KW of Billing Demand provided in Schedule 7, and (b) Member shall pay a Monthly Facilities Charge as set forth in Schedule 35 of Seller's tariff that is currently 1.15% of Seller's investment to serve the aforementioned facilities. (Member acknowledges that the estimated cost of the investment is \$181,175.92, which would result in a monthly facility charge of \$2,083.52. Member further acknowledges that additional investment may be made by Seller in the future which may increase the amount of the investment and the resulting facilities charge.

3. If at any time the tariff schedules mentioned herein are modified, the rate for service hereunder shall be correspondingly modified.

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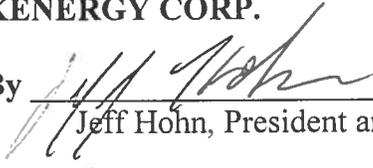
4. This agreement shall be binding upon and inure to the benefit of successors, assigns and lawful representatives of the respective parties hereto.

5. 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. This contract shall not be effective unless and until all necessary approvals are received from 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.**

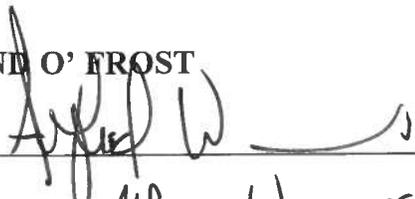
By   
Jeff Hohn, President and CEO

ATTEST:

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**MEMBER:**

**LAND O' FROST**

By   
ALFRED WILLIAMS  
(printed name)

Plant Manager  
(title)

ATTEST:

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