

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE ("Agreement") is made and entered into as of the 11th day of December, 2024, by and between KENERGY CORP., a Kentucky rural electric cooperative corporation, with its principal office located at 6402 Old Corydon Road, P.O. Box 18, Henderson, Kentucky 42419-0018 (hereinafter, the "Seller"), BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative corporation, with its principal office located at 710 W. 2nd Street, Owensboro, Kentucky 42301 (hereinafter, "BREC"), and DOMTAR PAPER COMPANY, LLC, a Delaware limited liability company, with principal offices at 100 Kingsley Park Drive, Fort Mill, South Carolina 29715 (hereinafter, the "Customer") (Seller, Customer and BREC are individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Seller currently supplies and delivers to Customer's integrated pulp and paper mill in Hawesville, Kentucky (the "Facility") electric power and energy pursuant to an existing Second Amended and Restated Agreement for Electric Service dated January 21, 2011, between Kenergy Corp. and Domtar Paper Company, LLC (the "Existing Agreement");

WHEREAS, Seller currently purchases electric power and energy for resale to Customer from BREC under a wholesale power agreement ("Wholesale Power Agreement");

WHEREAS, Customer requires Seller to provide the Facility with Supplemental Power, Maintenance Power Service and Backup Power Service as those terms are defined in Seller's Schedule 34C and BREC's tariff LICSS on file with the Kentucky Public Service Commission ("Commission");

WHEREAS, the Parties desire that BREC hold, and BREC is willing to hold, Customer's credit support under the terms set forth in this Agreement; and

WHEREAS, the Parties wish to replace the Existing Agreement with this Agreement to reflect various changed circumstances;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties and BREC agree as follows:

ARTICLE I GENERAL OBLIGATIONS AND TERMINATION OF EXISTING AGREEMENT

1.01 Basic Obligations of the Parties. Except for any electric power and energy generated by Customer through on-site generation as permitted under Section 2.03 hereunder, Seller will supply, sell, and deliver to Customer, and Customer will accept and pay for all of the electric power and energy required by Customer for the operation of the plant site located at Hwy 1406, 58 Wescor Road, Hawesville, KY 40335, to the Maximum Contract Demand (as defined in Section 2.04 below). THIS SERVICE WILL BE

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supplied under this Agreement, and the rules, regulations, and orders of the Commission, which may be applicable and effective from time to time. The Parties agree that this Agreement contains the exclusive terms on which Seller will provide retail service to Customer during the term of this Agreement, and that the Existing Agreement is terminated as of the Effective Date, as defined herein.

1.02 Membership. Customer shall be a member of Seller and shall be bound by such rules and regulations as may from time to time be adopted by and conditions of this Agreement.

ARTICLE II SERVICE CHARACTERISTICS

2.01 The electric power and energy delivered hereunder will be in the form of three-phase alternating current (60 hertz) at 12,470 volts nominal.

2.02 Delivery Point. The “Delivery Point” of the electric power and energy made available under this Agreement shall be the point of connection between Customer’s bus with BREC’s step-down transformers’ low-side bushing.

2.03 Service Restriction. Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell any electric power and energy purchased hereunder.

2.04 Maximum Contract Demand. The maximum demand of Customer (including all Supplemental Power Demand, Maintenance Power Demand, and Backup Power Demand, as those terms are defined in Seller’s tariffs) during the primary term of this Agreement, or any extension thereof, shall be 75,000 kilowatts (the “Maximum Contract Demand”), unless otherwise agreed in writing by the Parties. The Maximum Contract Demand shall not be used for demand charge billing purposes. Seller shall not be obligated to supply capacity in excess of said demand; provided, however that if Customer modifies or expands its plant in such a way as to increase its electric requirements, Customer shall be entitled to obtain additional service to the same extent as any other customer of Seller would be so entitled, and that if Customer installs another paper machine at its Plant Site, Seller agrees to negotiate an amendment to this Agreement to include a change in the Maximum Contract Demand and provisions relating to a second 161,000 volt transmission line.

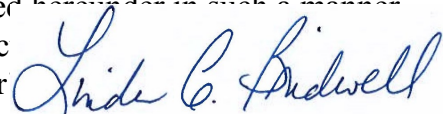
2.05 Self-Supply Capacity. The Customer’s Self-Supply Capacity shall equal the 12-month rolling average of the metered output of the Standby Customer’s generating unit(s) when online. A one-month lag will be implemented at the end of each such 12-month period.

2.06 Electric Disturbances and Phase Balancing.

(a) Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to cause interference with Seller’s system, systems connected with Seller

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property in proximity to Seller's system, or (ii) prevent Seller from serving other customers satisfactorily.

(b) Seller may require Customer, at Customer's expense, to make such changes in its system as may be necessary to reasonably limit such fluctuations and disturbances. The Parties agree that Customer's historic use of power and energy has not caused fluctuations and disturbances on Seller's system or systems connected to Seller's system.

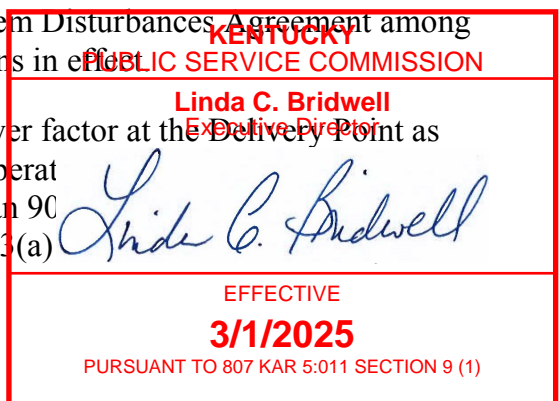
(c) Customer shall take and use the power and energy hereunder in such a manner that the load at the Delivery Point shall not cause an imbalance between phases sufficient to cause interference with the Seller's system or to systems connected to Seller's system; otherwise, Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such conditions. In addition to any other remedies that Seller may have hereunder, should Customer fail to make such changes, Seller may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase. The Parties agree that Customer's historic use of power and energy has not caused imbalances between phases sufficient to cause interference with the Seller's system or to systems connected to Seller's system.

(d) Customer acknowledges and agrees that Seller and BREC shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point that results solely from acts or omissions of Customer, its employees, agents, contractors or invitees, or malfunction of any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point. The Parties agree that Customer's historic use of power and energy has not caused any damage, interference, or phase imbalance on Seller's system or systems connected to Seller's system.

(e) Seller and BREC acknowledges and agrees that they shall have no responsibility for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point, except those that result solely from negligent acts or omissions or intentional acts of Seller or BREC, or Seller's or BREC's employees, contractors or invitees acting within the scope of their employment, contract or invitation, respectively. Customer waives any claims it may have against Seller or BREC for damage to any property, or to any equipment or devices connected to Customer's electrical system on Customer's side of the Delivery Point that occurred prior to the effective date of this Agreement.

(f) The Parties acknowledge that the System Disturbances Agreement among Customer, Seller, and BREC, as previously amended, remains in effect.

2.07 Power Factor. Customer shall maintain a power factor at the Delivery Point as nearly as practicable to unity. Power factor during normal operation shall be not less than ninety percent (90%). If Customer's power factor is less than 90 percent, the load as determined by Seller's meter pursuant to Section 3.03(a) shall be reduced to the level that would result in a power factor of not less than 90 percent.



months during an annual period, Seller reserves the right to require Customer to choose either (a) installation at Customer's expense of equipment which will maintain a power factor of 90% or higher; or (b) adjustment of the maximum monthly metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured Kilowatts} \times 90\%}{\text{Power Factor (\%)}}$$

2.08 Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated, and maintained by Seller or Seller's power supplier, and shall be and remain the property of Seller or Seller's power supplier, as applicable.

(b) Each meter shall be read on or about the first day of each month, or such other day as may be mutually agreed upon by a representative of Seller and may be simultaneously read by a representative of Customer should Customer so elect.

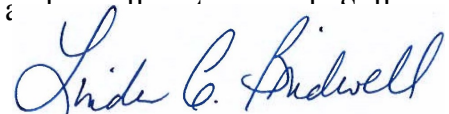
(c) All inspections and testing of metering equipment shall be performed in accordance with applicable rules and regulations of the Commission.

(d) The metering point for service under this Agreement shall be the Delivery Point. At Customer's expense, Seller has installed a meter to measure the energy output of Customer's on-site generation.

2.09 Easements and Facilities Provided by Customer. Customer has provided, and shall continue to provide or cause to be provided, without cost to Seller, the following easements and facilities which are or may be necessary for Seller or its power supplier to supply the electric consuming facilities of Customer with retail electric service:

(a) Easements for rights-of-way upon Customer's property, at such locations and of such dimensions as determined by Seller and which are necessary for the construction of facilities which Seller or its power supplier must furnish to provide electric service herein; provided, however, that if Customer wishes to move such facilities in the future, Seller will cooperate in identifying alternate satisfactory locations so long as any relocation is at Customer's expense. Customer shall also provide or cause to be provided, without cost to Seller, a suitable switching station site in fee, rough-graded to Seller's requirements, located adjacent to Customer's main substation, for the construction and erection of such new facilities and future alterations to existing facilities as may from time to time be necessary to serve Customer; provided, however, that Seller shall reconvey any such site back to Customer in the event that this Agreement is terminated and Seller is not then using such site for any other customer, or in the event that Customer has a need for such site with a satisfactory alternate site and pay all relocation costs.

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(b) Customer has furnished, and except as provided in Section 2.09 hereof, Customer shall continue to furnish, operate, and maintain (or cause to be furnished, operated, and maintained) such substation facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the Delivery Point, including two power transformers and low voltage distribution equipment (including switchgear, supporting structures, associated bus and hardware, and such protective devices as may be reasonably necessary to protect the system of Seller from disturbances caused by Customer). Plans for equipment to be installed for such protection shall be submitted to Seller for prior approval, provided that (i) Seller shall respond promptly to any such submission either with its approval or describing in detail what changes Seller requires in order to grant its approval, (ii) such review shall be at Seller's expense, (iii) approval shall not be unreasonably withheld, and (iv) Seller shall not require any greater degree of protection than would be required by generally accepted standards of prudent electrical practice.

2.10 Facilities Provided by BREC and Customer.

(a) Facilities Provided by BREC. BREC has furnished, and shall continue to furnish or cause to be furnished, at no extra charge to Customer, all of the facilities required for the delivery of electric power and energy to the Delivery Point including the following facilities:

(i) Three (3) 24/32/40 MVA transformers presently located in the BREC Skillman substation; and

(ii) Metering, communications, relaying, control circuits, and associated equipment necessary to properly measure, control, and coordinate the delivery of electrical power and energy between BREC's and Customer's facilities.

BREC agrees to permit Customer reasonable access to the BREC Skillman substation to operate and maintain the facilities owned by Domtar located in that substation.

(b) Facilities Provided by Customer. Customer shall provide or cause to be provided, without cost to Seller, all required 12,470 volt substation equipment, including buses or cables to connect to transformers owned by Seller, BREC, or both, excluding, however, the 12,470 volt transformer, lightning arresters, revenue metering equipment, and station service equipment for BREC's portion of the substation.

2.11 Operation and Maintenance of Facilities.

(a) Seller or BREC shall construct, operate, and maintain, or cause to be constructed, operated and maintained, all facilities and equipment owned by it or its power supplier and required to supply retail electric service to Customer in accordance with the terms of this Agreement, and all other applicable laws, codes and regulations.

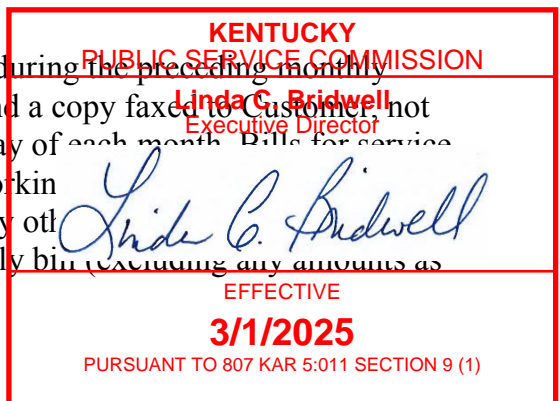
(b) Customer shall construct, operate, and maintain, or cause to be constructed, operated, and maintained, all of the facilities and equipment owned by it or its power supplier in accordance with the applicable provisions of the National Electrical Safety Code and all other applicable laws, codes and regulations.

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to which there is a bona fide dispute) is not received by Seller on or before the due date, Seller may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so, unless Seller receives payment before the end of such fifteen (15) day notice period. Simple interest equal to the then-effective prime commercial lending rate as published in the "Money Rates" section of *The Wall Street Journal* plus one percent (1%) shall apply to any unpaid amounts from the due date until paid. Any such discontinuance of service under this paragraph shall not relieve Customer of any of its obligations under this Agreement. The Parties agree that if the billing date by which BREC bills Seller under BREC's tariff relative to the service provided under this Agreement changes, or that if the due date by which Seller must pay BREC under BREC's tariff relative to the service provided under this Agreement changes, the Parties will amend the billing date and due date herein accordingly.

ARTICLE IV CONTINUITY OF SERVICE

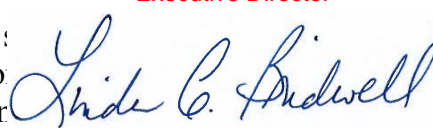
4.01 Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. However, Seller shall not be responsible for damages to Customer occasioned by any failure, shortage, or interruption of service or for failure as a result of Force Majeure (as defined in Section 4.02 below).

4.02 In the event either Seller or Customer shall be unable, wholly or in part, by reason of Force Majeure (as defined below), including Force Majeure preventing Seller's power supplier from supplying power for Seller's resale to Customer, to carry out its obligations hereunder, on such Party's giving notice and reasonably full particulars of such Force Majeure, first by telephone and then confirmed in writing, to the other Party within a reasonable time after the occurrence of the cause relied upon, then the obligations of the Parties, to the extent they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and the following provisions shall apply:

(a) Inability of Seller. Should Seller's ability to make power available to Customer in the amount provided for hereunder be interrupted or curtailed for a period longer than 120 consecutive minutes because of Force Majeure, then for the period of and to the extent of such interruption or curtailment, the monthly billing demand shall be prorated by a factor equal to the ratio of the time Seller is unable to deliver power to the total time in the billing period.

(b) Inability of Customer. If a Force Majeure affects all or a portion of Customer's equipment so that for a period longer than 120 consecutive minutes Customer is unable to receive and utilize all or a portion of the power that it would have otherwise received and utilized, then an appropriate adjustment will be made in the monthly billing demand.

(c) The term "Force Majeure" as used herein, :
or general employee work stoppages that are not under the reason
of the public enemy, wars, blockades, insurrections, riots, epidemics

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earthquakes, fires, storms, floods, washouts, arrests and restraints of government, whether federal, state, or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment, or transmission lines, inability of either Party to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state, or local, civil or military, and any other causes which are not reasonably within the control of the Party affected.

(d) The Seller or Customer which is unable to perform its obligations hereunder by reason of Force Majeure shall remedy such inability with all reasonable dispatch; provided, however, the Customer shall not be required to restore its plant and/or operations to the extent that it is not practical for Customer to do so. The Party affected by an event of Force Majeure shall provide the other with a timely and reasonably full description of the nature and impact of any damages to its facilities and operations caused by such event, and the anticipated duration of the effect thereof on that Party's performance hereunder. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

ARTICLE V TERM

5.01 Term and Renewals. This Agreement shall remain in full force and effect for a primary term beginning with the Effective Date hereof (as defined in Section 12.02 below) and continuing through the twelfth (12th) month thereafter. After the primary term, this Agreement shall automatically renew for successive terms of one year each (each, a "Renewal Term") unless a Party elects to terminate the Agreement by providing written notice of termination to the other Party at least six months' prior to the start of any Renewal Term.

5.02 Assignment. This Agreement shall be assignable by Customer only if (a) Customer agrees in writing to guarantee all of Customer's obligations hereunder, or (b) Customer obtains the prior written consent of Seller, which consent will not be unreasonably withheld, delayed or conditioned. Seller may withhold approval of a proposed assignment until, among other things, Seller has been provided with all information it may reasonably require regarding the proposed assignee, including the ability of the proposed assignee to fulfill its obligations hereunder.

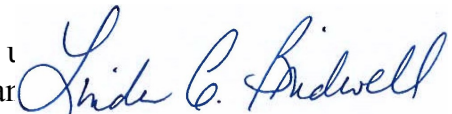
ARTICLE VI RIGHT OF ACCESS

6.01 Duly authorized representatives of Seller shall be permitted to enter upon Customer's premises at all reasonable hours in order to carry out the provisions of this Agreement.

6.02 Each Party shall furnish to the other such reports and information concerning its operations as the other may reasonably request from time to time.

6.03 Seller shall cause BREC to provide to Customer, upon request, documentation regarding unplanned downtime events on the transmission

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description of such downtime events, and a description of any remediation efforts to prevent future similar events.

6.04 Seller shall cause BREC to provide to Customer, upon Customer's request, documentation listing the preventative maintenance measures planned on the transmission line to Customer, as well as the actual preventative maintenance measures from the prior year.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

7.01 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

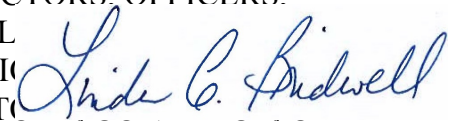
- (a) Failure by Customer to make any payment in accordance with this Agreement;
- (b) Failure of a Party to perform any material duty imposed on it by this Agreement;
- (c) Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Section 5.02;
- (d) Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise, or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;
- (e) Assignment by a Party for the benefit of its creditors; or
- (f) Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment.

7.02 Remedies. Following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Remedies provided in this Agreement are cumulative. Nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein, except as provided in Section 7.03 below.

7.03 LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE BREACH OF THIS AGREEMENT.

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OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VIII
NOTICES

8.01 Any notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served upon the other Party if the notice is in writing and delivered in person, delivered by any qualified and recognized delivery service, or sent postage prepaid by United States certified mail, return receipt requested at the following addresses:

To the Seller:

Kenergy Corp.
6402 Old Corydon Road
P.O. Box 18
Henderson, KY 42419-0018
Attn: President and CEO

With a copy to:

Big Rivers Electric Corporation
710 West Second Street P.O. Box 20015
Owensboro, KY 42304
Attn: President and CEO

To the Customer:

Domtar Paper Company, LLC
Highway 1406, PO Box 130
Hawesville, KY 42348
Attn: Plant Manager

With a copy to:

Domtar Paper Company, LLC
395 de Maisonneuve Blvd. West
Montreal, Quebec
Canada H3A 1L6
Attn: Legal Services



Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party in writing of such change.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties of Seller. Seller hereby represents and warrants to Customer as follows:

(a) Seller is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(b) The execution, delivery, and performance of this Agreement by Seller have been duly and effectively authorized by all requisite corporate action.

9.02 Representations and Warranties of Customer. Customer hereby represents and warrants to Seller as follows:

(a) Customer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the term hereof.

(b) The execution, delivery, and performance of this Agreement by Customer have been duly and effectively authorized by all requisite corporate action.

ARTICLE X CUSTOMER DEPOSIT AND BREC OBLIGATIONS

10.01 Customer Deposit. Customer shall provide to BREC (as agent for Seller), prior to the Effective Date, a cash deposit or an irrevocable bank standby letter of credit satisfactory to BREC representing two (2) months of estimated billing as security for the payment of Customer's monthly billing obligations under this Agreement. In the event Customer fails to pay any undisputed monthly billing invoice by the Due Date, after notifying Customer of its intent to do so, BREC may, in addition to and without limiting any other remedies available to it, call on the standby letter of credit provided in this subsection or any other security deposit, payment security, or credit support to satisfy any unpaid invoices owed to Seller. BREC may increase or decrease the required amount of this payment security as necessary based on estimated increases or decreases in Customer's bills. Customer's support required by BREC within 15 business days after each such deposit will earn interest in accordance with law, and interest earned

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Secretary

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BREC to Customer. Except with regard to the Customer Deposit in this Section 10.01, nothing in this Agreement shall create any duty or obligation on behalf of BREC to Customer.

10.02 Relationship of this Agreement to the Wholesale Power Agreement.

(a) BREC will make available to Seller the electric power required for Seller to perform the power supply obligations assumed by it in this Agreement, and Seller shall take and pay for such service from BREC pursuant to the Wholesale Power Agreement, this Agreement, and BREC's Large Industrial Customer Standby Service ("LICSS") tariff as such tariff may be amended from time to time, and any other applicable tariffs of BREC, or any successor tariff(s), all of which are incorporated herein by reference. The terms of the Wholesale Power Agreement shall continue in full force and effect except as expressly modified by this Agreement.

(b) Seller agrees to bill Customer for amounts due under this Agreement, and agrees to pay over to BREC all funds actually collected under such billings, except for Seller's adder. Seller will pay to BREC a pro rata share of any partial payment made to Seller by or on behalf of Customer.

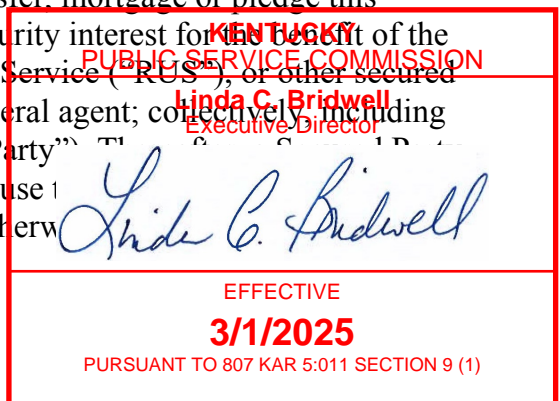
(c) Customer acknowledges and agrees that, to the extent BREC has a corresponding or related obligation to Seller under the Wholesale Power Agreement, Seller's performance of an obligation under this Agreement (i) is subject to and conditioned upon BREC's performance of such corresponding or related obligation to Seller, and (ii) may be undertaken by BREC and that such performance of corresponding or related obligations by BREC will satisfy Seller's performance obligations hereunder.

(d) BREC shall be entitled to the benefit of each covenant undertaken by Customer in this Agreement, and BREC may enforce any such covenant by action in its own name or may require Seller to enforce such covenant for and on behalf of BREC.

(e) In the event the Wholesale Power Agreement is terminated prior to the termination of this Agreement, BREC's obligations hereunder shall terminate effective with the termination of the Wholesale Power Agreement and shall transfer to Seller.

10.03 BREC Consent. The Parties may not amend or assign this Agreement, or change the Maximum Contract Demand, except with the written consent of BREC.

10.04 RUS Collateral Assignment. Notwithstanding any other provision of this Agreement to the contrary, BREC may, without the written consent of Customer or Seller and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Agreement or its rights under this Agreement to create a security interest for the benefit of the United States of America, acting through the Rural Utilities Service ("RUS"), or other secured party (directly or through an indenture trustee or other collateral agent; collectively, including such indenture trustee or other collateral agent, a "Secured Party") without the written consent of Customer or Seller may (i) cause the obligations hereunder) to be sold, assigned, transferred or otherwise



pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Agreement, sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (A) BREC is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Customer and Seller written notice of such default; and (B) the applicable Secured Party has given Customer and Seller not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser.

ARTICLE XI SEVERABILITY

11.01 The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

ARTICLE XII SUCCESSION, APPROVAL, AND EFFECTIVE DATE

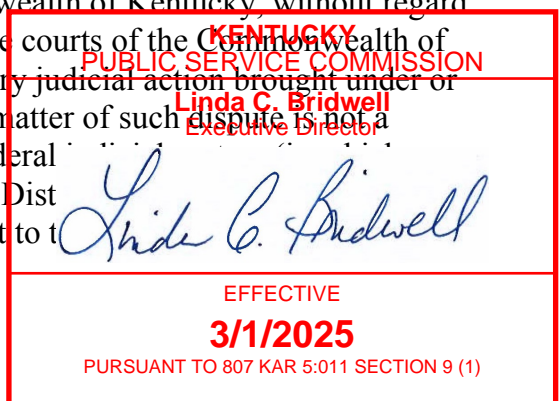
12.01 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and permitted assigns of the respective Parties hereto.

12.02 The "Effective Date" of this Agreement shall be the date hereof, except that said Effective Date shall be postponed and this Agreement shall not become effective unless and until this Agreement is approved or accepted in writing by the Commission and the Rural Utilities Service.

ARTICLE XIII MISCELLANEOUS

13.01 Entire Agreement. The terms, covenants, and conditions contained herein constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, provided, however, that service to Customer is subject to the lawful orders of the Commission. All applicable tariffs of Seller are incorporated by reference.

13.02 Governing Law, Jurisdiction, and Venue. All respective rights and obligations of the Parties shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; provided that the subject matter of such dispute is not a matter reserved by law to the Commission, or to the U.S. federal event exclusive jurisdiction and venue will lie with the U.S. District of Kentucky), and the Parties hereby agree to submit to t



courts for such purpose. Venue of any state court action, legal or equitable, related to this Agreement shall be Daviess County, Kentucky.

13.03 Waiver. The waiver by either Party or BREC of any breach of any term, covenant, or condition contained herein will not be deemed a waiver of any other term, covenant, or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

13.04 Amendments. This Agreement may be amended, revised, or modified by, and only by, a written instrument duly executed by both Parties and BREC.

13.05 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving party(ies) may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

13.06 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

(Signatures are on the following page(s))




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

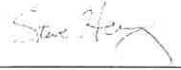
KENERGY CORP.

By: 
Name: Timothy Lindahl
Title: President & CEO


Attest:


Name: Nicholas Kafer
Title: General Counsel

DOMTAR PAPER COMPANY, LLC

By: 
Name: Steve Henry
Title: President Paper and Packaging

Attest:


Name: Michael Kurtz
Title: Counsel

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name: Donald L. Gulley
Title: President & CEO

Attest:

Name: _____
Title: _____



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

KENERGY CORP.

By: _____
Name: Timothy Lindahl
Title: President & CEO

Attest:

Name: _____
Title: _____

DOMTAR PAPER COMPANY, LLC

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

BIG RIVERS ELECTRIC CORPORATION

By: Donald L. Gulley
Name: Donald L. Gulley
Title: President & CEO

Attest:

Tyler Kauf
Name: Tyler Kauf
Title: General Counsel

