



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

September 16, 2024

Mr. Tim Lindahl  
Kenergy Corp.  
6402 Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018

Re: Second Amended and Restated Agreement for Electric Service  
KLRI Equality Mine

Dear Jeff:

This letter agreement (“*Letter Agreement*”) will evidence the concurrence of Big Rivers Electric Corporation (“*Big Rivers*”) with the terms of the Second Amended and Restated Agreement for Electric Service between Kenergy Corp. (“*Kenergy*”) and Kentucky Land Resources, Inc. (“*KLRI*”) for service to KLRI’s Equality Mine (the “*Retail Customer*”), a copy of which agreement is attached hereto (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, between Big Rivers and Kenergy 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 obligations 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.** Subject to Paragraph 4 below, Kenergy shall take and pay for electric power and energy delivered by Big Rivers in accordance with the Retail Agreement, with demand and energy being measured in accordance with the Retail Agreement.

(4) **Obligation of Kenergy for Minimum Billing Demand Charge and Termination Charge.** Kenergy agrees to bill Retail Customer for any minimum billing demand charges in excess of measured demand, any terminat

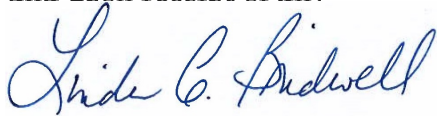
<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
Linda C. Bridwell Executive Director
<b>EFFECTIVE 10/16/2024</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

amounts due under the Retail Agreement, and agrees to pay over to Big Rivers all funds actually collected under such billings. The terms of this paragraph do not affect the obligation of Kenergy to pay 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. However, Kenergy's liability to Big Rivers is limited to funds collected, provided that Kenergy follows all reasonable instructions from Big Rivers with regard to the Retail Customer's payment security requirements. By mutual agreement between Big Rivers and Kenergy, Big Rivers may hold the Retail Customer's payment security on behalf of Kenergy, in which case Big Rivers would be responsible for the payment of any required interest. Big Rivers shall be entitled to enforce any right of Kenergy or any covenant of Retail Customer under the Retail Agreement, by action in Big Rivers' own name or in Kenergy's name, and/or may require Kenergy to enforce such right or covenant for and on behalf of Big Rivers.

(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) **RUS Collateral Assignment.** Notwithstanding any other provision of this Letter Agreement to the contrary, Big Rivers may, without the written consent of Kenergy and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Letter Agreement or its rights under this Letter 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*"). Thereafter, a Secured Party, without the written consent of Kenergy may (i) cause this Letter Agreement (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Letter Agreement pursuant to 7 U.S.C. § 907 or if any other Secured Party otherwise first acquires this Letter Agreement, sell, assign, transfer or otherwise dispose of this Letter Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (A) Big Rivers is in default of its obligations that are secured by such security interest and that the applicable Secured Party has given Kenergy written notice of such default; and (B) the applicable Secured Party has given Kenergy not less than thirty (30) days' prior written notice of its intention to sell, assign, transfer or otherwise dispose of this Letter Agreement (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser.

(7) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance by the Public Service Commission of Kentucky, and upon receipt of any

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consents or approvals required under Big Rivers' agreements with its creditors. Big Rivers will provide Kenergy written notice when all those required consents and approvals have been received.

(8) **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 shall not be amended without the advance written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer for minimum demand charges and termination charges.

If this Letter Agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning four signed counterparts to us.


Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION

  
\_\_\_\_\_  
Donald L. Gulley, President/CEO

ACCEPTED:

KENERGY CORP.

  
\_\_\_\_\_  
Tim Lindahl  
President/CEO  
Date: \_\_\_\_\_

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