

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

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COMMISSION

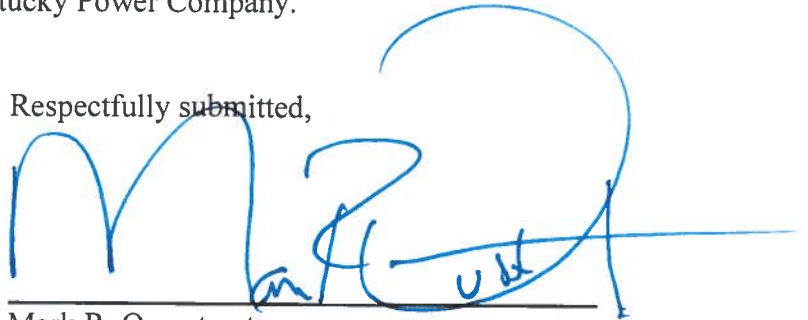
In The Matter Of:

The Application Of Kentucky Power Company For: )  
(1) The Approval Of The Terms And Conditions Of The )  
Renewable Energy Purchase Agreement For Biomass )  
Energy Resources Between The Company And ) Case No. 2013-00144  
ecoPower Generation-Hazard LLC; (2) Authorization )  
To Enter Into The Agreement; (3) The Grant Of Certain )  
Declaratory Relief; And (4) The Grant Of All )  
Other Required Approvals and Relief )

Notice Of Filing Of First Amendment To  
Renewable Energy Purchase Agreement

Kentucky Power Company files with the Commission an executed copy of the June 28, 2013 First Amendment to the March 28, 2013 Renewable Energy Purchase Agreement between ecoPower Generation-Hazard LLC and Kentucky Power Company.

Respectfully submitted,



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COUNSEL FOR KENTUCKY POWER  
COMPANY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served by U.S. Mail, postage prepaid, on the following:

Michael L. Kurtz  
Jody Kyler Cohn  
Boehm, Kurtz & Lowry  
36 East Seventh Street, Suite 1510  
Cincinnati, Ohio 45202

Jennifer Black Hans  
Dennis G. Howard II  
Lawrence W. Cook  
Kentucky Attorney General's Office  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204

on this the 17<sup>th</sup> day of July, 2013.



Mark R. Overstreet

## FIRST AMENDMENT

This **FIRST AMENDMENT** ("Amendment") is made as of June 28, 2013 by and between ecoPower Generation-Hazard LLC, a Kentucky limited liability company ("Seller"), and Kentucky Power Company, a Kentucky corporation ("Purchaser"), . Each of Seller and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

- A. WHEREAS, Seller and Purchaser are Parties to that certain Renewable Energy Purchase Agreement dated as of March 15, 2013 ("REPA");
- B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the REPA, as more fully set forth herein; and
- C. WHEREAS, Section 20.10 of the REPA requires that any modification or amendment to the REPA be made in writing and signed by both Parties.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the REPA.

- 1. Amendment Effective Date. The Parties agree to amend the REPA as set forth in Section 3 hereof, which amendments will be effective as of June 28, 2013 ("Effective Date").

Amendments. The Agreement will be amended as of the Effective Date as follows:

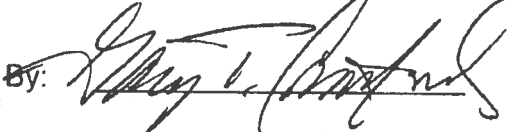
- a. Section 6.1(A) Purchaser's Conditions Precedent. Section 6.1 (A) of the REPA is hereby amended by inserting "December 15, 2013" in both locations to replace the reference to "November 15, 2013" and by inserting "November 15, 2013" in both locations to replace the reference to "October 15, 2013".
- b. Section 11.1 (A) Seller Security Fund. Section 11.1(A) of the REPA is hereby amended by inserting "December 15, 2013" to replace the reference to "November 15, 2013".
- c. Section 11.2 Early Termination Right of Seller; Termination Prior to Financial Closing. Section 11.2 (C), (D), (E), and (F) are all hereby amended by inserting "May 15, 2014" to replace all references to "April 15, 2014".

General Terms.

- (a) REPA. Except to the extent expressly modified by this Amendment, all other terms and conditions of the REPA will remain unmodified and continue in full force and effect. Any reference to the REPA from and after the Effective Date will be deemed to refer to the REPA as amended hereby, unless otherwise expressly stated.
- (b) Governing Law. This Amendment will be governed by the same state whose laws govern the REPA.
- (c) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this First Amendment as of the date first written above.

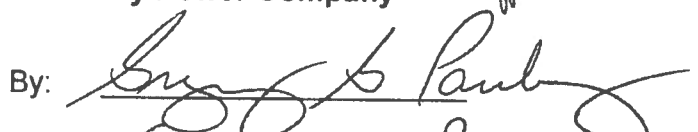
**ecoPower Generation-Hazard LLC**

By: 

Name: Gary T. Crawford

Title: Chief Executive Officer

**Kentucky Power Company**

By: 

Name: Gregory G. Pauling

Title: President + COO Ky Power Co