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JUN 13 2014

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Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
John S. Wathen

June 12, 2014

Via Federal Express

Mr. Jeff DeRouen
Executive Director
Public Service Commission
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615

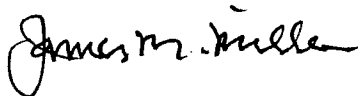
*Also Licensed in Indiana

**RE: *BIG RIVERS ELECTRIC CORPORATION'S FILING OF
WHOLESALE CONTRACTS PURSUANT TO KRS 278.180
AND 807 KAR 5:011 §13, CASE NO. 2014-00134***

Dear Mr. Derouen:

Enclosed for filing on behalf of Big Rivers Electric Corporation ("*Big Rivers*") in the above-captioned matter are an original and ten copies of Big Rivers' Motion to Amend Filing of Wholesale Power Contracts. I certify that on this date, a copy of this letter and attachments were served on the persons listed on the attached service list by first-class mail. Please feel free to contact me with any questions.

Sincerely yours,



James M. Miller
Counsel for Big Rivers Electric Corporation

JMM/ej
Enclosures

cc: Billie Richert, Big Rivers Electric Corporation
DeAnna Speed, Big Rivers Electric Corporation
Service List

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

JUN 13 2014

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE
COMMISSION

In the Matter of:

BIG RIVERS ELECTRIC CORPORATION)
FILING OF WHOLESALE POWER) CASE NO. 2014-00134
CONTRACTS PURSUANT TO)
KRS 278.180 AND 807 KAR 5:011§13)

**MOTION OF BIG RIVERS ELECTRIC CORPORATION MOTION
TO AMEND FILING OF WHOLESALE POWER CONTRACTS**

Big Rivers Electric Corporation (“*Big Rivers*”), through counsel, moves the Public Service Commission (“*Commission*”) pursuant to 807 KAR 5:001§4(5) that it be permitted to amend its April 4, 2014 filing of wholesale power contracts (the “*Nebraska Contracts*”) to include the following amendments to those contracts, respectively:

- Amendment No. 1 dated as of May 27, 2014, to Market Based Rate Partial and Full Requirements Agreement dated as of December 20, 2013, by and among Big Rivers and Northeast Nebraska Public Power District (“*NeNPPD Amendment*,” attached to this motion as Exhibit A);
- Amendment No. 1 dated as of June 11, 2014, to Market Based Rate Partial and Full Requirements Agreement dated as of December 20, 2013, by and among Big Rivers and City of Wayne, Nebraska (“*Wayne Amendment*,” attached to this motion as Exhibit B); and
- Amendment No. 1 dated as of June 11, 2014, to Market Based Rate Partial and Full Requirements Agreement dated as of December 20,

1 2013, by and among Big Rivers and City of Wakefield, Nebraska

2 (*Wakefield Amendment*,” attached to this motion as Exhibit C).

3 Big Rivers states in support of its motion that concurrently with the
4 filing of the Nebraska Contracts with the Commission Big Rivers also
5 submitted the Nebraska Contracts to the Rural Utilities Service of the
6 United States Department of Agriculture (“RUS”) for review as required by
7 Big Rivers’ loan contract with RUS. In connection with that review, RUS
8 required that Big Rivers amend the Nebraska Contracts to revise the terms
9 for assignment of the Nebraska Contracts to conform to the requirements
10 RUS is currently imposing on borrowers. Those amendments were prepared
11 and entered into by the respective parties, and are tendered with this motion.
12 The amendments are non-substantive, and acceptance of the amendments
13 will not impede this proceeding or prejudice any party.

14 WHEREFORE, Big Rivers requests that the Commission grant this
15 motion to amend, order the NeNPPD Amendment, the Wayne Amendment
16 and the Wakefield Amendment to be made part of the record in this matter,
17 and grant Big Rivers all other relief to which it may appear entitled.

18 On this the 12th day of June, 2014.

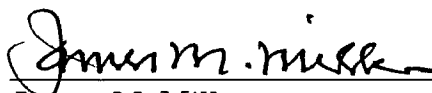
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1 Respectfully submitted,

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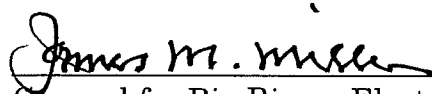
5 James M. Miller
6 Tyson Kamuf
7 SULLIVAN, MOUNTJOY, STAINBACK &
8 MILLER, P.S.C.
9 100 St. Ann Street
10 P. O. Box 727
11 Owensboro, Kentucky 42302-0727
12 Phone: (270) 926-4000
13 Facsimile: (270) 683-6694
14 jmillersmsmlaw.com
15 tkamuf@smsmlaw.com
16

17 Counsel for Big Rivers Electric Corporation
18

19 **CERTIFICATE OF SERVICE**

20 I certify that a true and accurate copy of the foregoing Application has
21 been served on each person on the attached service list by electronic mail and
22 regular mail, postage prepaid, on this the 12th day of June, 2014.

23
24 On this the 12th day of June, 2014,

25
26
27 

28 Counsel for Big Rivers Electric Corporation
29

SERVICE LIST

Jennifer B. Hans
Lawrence W. Cook
Assistant Attorneys General
1024 Capital Center Dr.
Suite 200
Frankfort, KY 40601

Michael L. Kurtz, Esq.
Kurt J. Boehm, Esq.
Boehm, Kurtz & Lowry
36 E. Seventh St., Suite 1510
Cincinnati, Ohio 45202

Melissa D. Yates
Denton & Keuler, LLP
555 Jefferson Street
Suite 301
Paducah, KY 42001

Thomas C. Brite, Esq.
Brite & Hopkins, PLLC
83 Ballpark Road
Hardinsburg, KY 40143

J. Christopher Hopgood, Esq.
318 Second Street
Henderson, Kentucky 42420

**AMENDMENT NO. 1 TO MARKET BASED RATE
PARTIAL AND FULL REQUIREMENTS AGREEMENT**

This AMENDMENT NO. 1 TO MARKET BASED RATE PARTIAL AND FULL REQUIREMENTS AGREEMENT (this "Amendment") is dated as of May 27, 2014 ("Effective Date"), and is by and between Big Rivers Electric Corporation ("Company"), and the Northeast Nebraska Public Power District ("Customer") (each individually a "Party," or collectively, the "Parties").

RECITALS

WHEREAS, Company and Customer entered into a Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, relating to the provision of electric services by Company to Customer thereunder (the "Existing Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Existing Agreement and the Parties obligations thereunder that the Company comply with its obligations under its financing arrangements with the USDA Rural Utilities Service ("RUS") relating to approval of the Existing Agreement, and RUS has conditioned its approval of the Existing Agreement, upon entry into this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows.

1. **Capitalized Terms; Rules of Interpretation.** Capitalized terms used herein and not defined have the meaning given to those terms in the Existing Agreement. The rules of interpretation set forth in the Existing Agreement shall apply to this Amendment as though fully set forth herein.

2. **Amendment of Section 12.1.** The Existing Agreement is amended by deleting the current Section 12.1 and inserting the following in lieu thereof:

12.1 **General Prohibition Against Assignments.** Except as provided in Sections 12.2 and 12.5 below, no Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall apply to and be binding upon the permitted successors and assigns of the Parties hereto as fully as if the words "successors and assigns" were written herein wherever reference to Company or Customer occurs in this Agreement.

3. **Amendment to Article 12.** The Existing Agreement is amended by inserting the following new section:

12.5 **RUS Collateral Assignment.** Notwithstanding any other provision of this Agreement to the contrary, Company may, without the written consent of Customer and without relieving itself from liability hereunder, assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through 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 Customer, may (i) cause this 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 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) Company is in default of its obligations that are secured by such security interest and that the applicable Secured

Party has given Customer written notice of such default; and (B) the applicable Secured Party has given Customer 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. For the avoidance of doubt, the limitations on assignment set forth in Section 12.2 shall not apply to assignments to sales, assignments, transfers or other dispositions pursuant to this Section 12.5.

4. **No Other Changes.** Except as otherwise expressly provided or contemplated by this Amendment, all of the terms, conditions and provisions of the Existing Agreement remain unaltered and in full force and effect. The Existing Agreement and this Amendment shall be read and construed as one agreement.

5. **Interpretation.** The interpretation and performance of this Amendment shall be in accordance with and controlled by the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law provisions, except that issues pertaining to Customer's status as a municipal entity or the applicability of the Nebraska Public Information Act shall be governed by Nebraska law.

6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and the Parties hereby agree to effect such modifications to this Agreement as shall be reasonably necessary in order to give effect to the original intention of the Parties.

7. **Counterparts.** This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

8. **Headings.** Article and section headings used throughout this Agreement are for the convenience of the Parties only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf as of the date first above written.

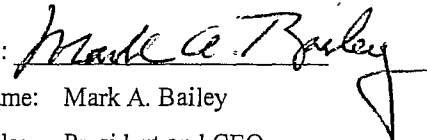
NORTHEAST NEBRASKA PUBLIC POWER DISTRICT

By: 

Name: Don Larsen

Title: President

BIG RIVERS ELECTRIC CORPORATION

By: 

Name: Mark A. Bailey

Title: President and CEO

**AMENDMENT NO. 1 TO MARKET BASED RATE
PARTIAL AND FULL REQUIREMENTS AGREEMENT**

This AMENDMENT NO. 1 TO MARKET BASED RATE PARTIAL AND FULL REQUIREMENTS AGREEMENT (this "Amendment") is dated as of June 11, 2014 ("Effective Date"), and is by and between Big Rivers Electric Corporation ("Company"), and the CITY OF WAYNE, NEBRASKA ("Customer") (each individually a "Party," or collectively, the "Parties").

RECITALS

WHEREAS, Company and Customer entered into a Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, relating to the provision of electric services by Company to Customer thereunder (the "Existing Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Existing Agreement and the Parties obligations thereunder that the Company comply with its obligations under its financing arrangements with the USDA Rural Utilities Service ("RUS") relating to approval of the Existing Agreement, and RUS has conditioned its approval of the Existing Agreement, upon entry into this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows.

1. **Capitalized Terms; Rules of Interpretation.** Capitalized terms used herein and not defined have the meaning given to those terms in the Existing Agreement. The rules of interpretation set forth in the Existing Agreement shall apply to this Amendment as though fully set forth herein.

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Party has given Customer written notice of such default; and (B) the applicable Secured Party has given Customer 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. For the avoidance of doubt, the limitations on assignment set forth in Section 12.2 shall not apply to assignments to sales, assignments, transfers or other dispositions pursuant to this Section 12.5.

4. **No Other Changes.** Except as otherwise expressly provided or contemplated by this Amendment, all of the terms, conditions and provisions of the Existing Agreement remain unaltered and in full force and effect. The Existing Agreement and this Amendment shall be read and construed as one agreement.

5. **Interpretation.** The interpretation and performance of this Amendment shall be in accordance with and controlled by the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law provisions, except that issues pertaining to Customer's status as a municipal entity or the applicability of the Nebraska Public Information Act shall be governed by Nebraska law.

6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and the Parties hereby agree to effect such modifications to this Agreement as shall be reasonably necessary in order to give effect to the original intention of the Parties.

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8. **Headings.** Article and section headings used throughout this Agreement are for the convenience of the Parties only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf as of the date first above written.

CITY OF WAYNE, NEBRASKA

By:  _____

Name: Ken Chamberlain

Title: Mayor

BIG RIVERS ELECTRIC CORPORATION

By:  _____

Name: Mark A. Bailey

Title: President and CEO

**AMENDMENT NO. 1 TO MARKET BASED RATE
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This AMENDMENT NO. 1 TO MARKET BASED RATE PARTIAL AND FULL REQUIREMENTS AGREEMENT (this "Amendment") is dated as of June 11, 2014 ("Effective Date"), and is by and between Big Rivers Electric Corporation ("Company"), and the CITY OF WAKEFIELD, NEBRASKA ("Customer") (each individually a "Party," or collectively, the "Parties").

RECITALS

WHEREAS, Company and Customer entered into a Market Based Rate Partial and Full Requirements Agreement, dated as of December 31, 2013, relating to the provision of electric services by Company to Customer thereunder (the "Existing Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Existing Agreement and the Parties obligations thereunder that the Company comply with its obligations under its financing arrangements with the USDA Rural Utilities Service ("RUS") relating to approval of the Existing Agreement, and RUS has conditioned its approval of the Existing Agreement, upon entry into this Amendment.

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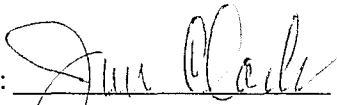
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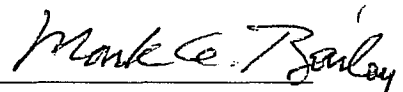
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CITY OF WAKEFIELD, NEBRASKA

By: 
Name: Jim Clark
Title: Mayor

BIG RIVERS ELECTRIC CORPORATION

By: 
Name: Mark A. Bailey
Title: President and CEO 