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**PUBLIC SERVICE
COMMISSION**

AMENDMENT TO WHOLESALE POWER CONTRACTS

dated as of August 1, 2009

between

BIG RIVERS ELECTRIC CORPORATION

and

KENERGY CORP.

Amending the Wholesale Power Contracts
made as of June 11, 1962

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/25/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By



Executive Director

AMENDMENT TO WHOLESALE POWER CONTRACTS

AMENDMENT TO WHOLESALE POWER CONTRACTS, dated as of August 1, 2009 (this "Amendment"), between Big Rivers Electric Corporation (hereinafter called the "Seller", a Kentucky rural electric cooperative corporation and Kenergy Corp. (hereinafter called the "Member"), a Kentucky rural electric cooperative corporation.

WHEREAS, the Seller and the Member, as successor by consolidation to Henderson Union Electric Cooperative Corp., have entered into a Wholesale Power Contract, made as of June 11, 1962, as such Wholesale Power Contract has heretofore been supplemented and amended, including as supplemented and amended by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation (such Wholesale Power Contract dated June 11, 1962, as heretofore supplemented and amended, the "Henderson Union Partial Requirements Contract");

WHEREAS, the Seller and Member, as successor by consolidation to Green River Electric Corporation, have entered into a Wholesale Power Contract, made as of June 11, 1962, as such Wholesale Power Contract has heretofore been supplemented and amended, including as supplemented and amended by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation (such Wholesale Power Contract dated June 11, 1962, as heretofore supplemented and amended, the "Green River Partial Requirements Contract," and together with the Henderson Union Partial Requirements Contract, the "Power Contracts");

WHEREAS, the Seller and the Member desire to amend the provisions of the Power Contracts consistent with the request of the Rural Utilities Service of the United States Department of Agriculture ("RUS") to add certain provisions regarding enforcement by RUS of the obligations of a party.


NOW, THEREFORE, in consideration of the mutual undertakings herein contained the parties hereto agree that the Power Contracts are each amended as follows:

Section 1. Addition of New Section.

The Power Contracts are each amended to add the following section:

"Specific Performance Available.

The Seller, the Member and the Administrator agree that (i) if the Member shall fail to comply with any provision of the Power Contract, the Seller or the Administrator, if the Administrator so elects, shall have the right to enforce the obligations of the Member under the provisions of the Power Contract and (ii) if the Seller shall fail to comply with any provision of the Power Contract, the Member, or the Administrator, if the Administrator so elects, shall have the right to enforce the obligations of the Seller under the provi.

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Contract. Such enforcement may be instituting all necessary actions at law or suits in equity, including, without limitation, suits for specific performance. Such rights of the Administrator to enforce the provisions of the Power Contract are in addition to and shall not limit the rights which the Administrator shall otherwise have as third party beneficiary of the Power Contract or pursuant to the assignment and pledge of the Power Contract and the payments required to be made thereunder as provided in the "Mortgage" referred to in the Power Contract. The Government shall not, under any circumstances, assume or be bound by the obligations of the Seller or Member under the Power Contract except to the extent the Government shall agree in writing to accept and be bound by any such obligations in whole or in part."

Section 2. Conditions to Effectiveness of this Amendment.

This Amendment shall become effective only after satisfaction of each of the following conditions:

- (a) Approval in writing of these Amendments by the Administrator of the RUS; and
- (b) Acceptance or approval in writing of these Amendments by the Kentucky Public Service Commission.

Section 3. Power Contracts to Remain in Full Force and Effect.

Except as expressly herein amended, the Power Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Member have caused these Amendments to be signed in their respective corporate names by their duly authorized officers, all as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

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

KENERGY CORP.
By: Sanford Novick
Sanford Novick
President and CEO

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By: [Signature]
Executive Director