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March 5, 2014

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MAR 05 2014

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HAND DELIVERED

PUBLIC SERVICE
COMMISSION

Jeff R. Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

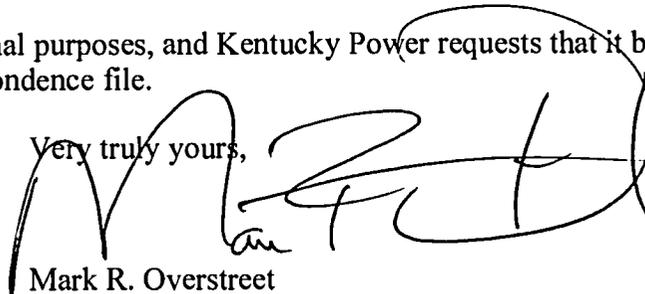
RE: Case No. 2013-00144 (Post-Case Referenced Correspondence File)

Dear Mr. Derouen:

Enclosed please find the third amendment to the Renewable Energy Purchase Agreement between Kentucky Power Company and ecoPower Generation-Hazard LLC.

It is being provided for informational purposes, and Kentucky Power requests that it be placed in the post-case referenced correspondence file.

Very truly yours,



Mark R. Overstreet

MRO

cc: Michael L. Kurtz
Jennifer B. Hans

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THIRD AMENDMENT

This **THIRD AMENDMENT** ("Amendment") is made as of February 26, 2014 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, as amended by that First Amendment dated June 28, 2013, and by that Second Amendment dated December 6, 2013;
- B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the REPA, as more fully set forth herein, as Purchaser has yet to make any determinations under Section 6.1, because, amongst other items, under the terms of the REPA, there are no orders that are final and non-appealable by January 31, 2014; 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.

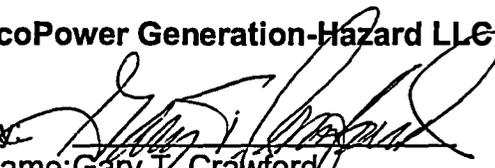
- 1. Amendment Effective Date. The Parties agree to amend the REPA as set forth in Section 3 hereof, which amendments will be effective as of February 26, 2014 ("Effective Date").
- 2. Amendments. The Agreement will be amended as of the Effective Date as follows:
 - a. Section 6.1(A) is amended as follows: "Section 6.1(A) Purchaser's Conditions Precedents." Section 6.1 (A) of the REPA is hereby amended (i) by inserting "April 30, 2014" in both locations to replace the reference to "February 28, 2014" (ii) by inserting "March 31, 2014" in both locations to replace the reference to "January 31, 2014", (iii) by inserting "August 31, 2014" in all three locations to replace the reference to "July 31, 2014", and (iv) by inserting "September 30, 2014" in both locations to replace the reference to "August 30, 2014".

- b. Section 11.1 (A) Seller Security Fund. Section 11.1(A) of the REPA is hereby amended by inserting "April 30, 2014" to replace the reference to "February 28, 2014".
 - 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 "September 30, 2014" to replace all references to "August 30, 2014".
3. General Terms.

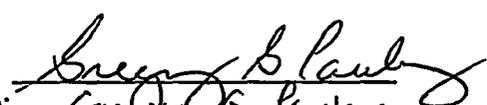
- (a) REPA. Except to the extent expressly modified by this Amendment, all other terms and conditions of the REPA will remain unmodified and continue in full force and effect. Any reference to the REPA from and after the Effective Date will be deemed to refer to the REPA as amended hereby, unless otherwise 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 Third 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 B. Paulay
Title: President - COO