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April 3, 2019

**VIA FEDERAL EXPRESS**

Ms. Gwen R. Pinson  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40601

RECEIVED

APR 04 2019

PUBLIC SERVICE  
COMMISSION

**RE: *BIG RIVERS ELECTRIC CORPORATION'S FILING  
OF AMENDMENT TO POWER SALES AGREEMENT  
PURSUANT TO KRS 278.160, KRS 278.180, AND 807 KAR 5:011  
SECTION 13***

Dear Ms. Pinson:

On December 12, 2016, the Kentucky Public Service Commission issued an Order in Case No. 2016-00306 approving an Agreement for the Purchase and Sale of Firm Capacity and Energy (the "Agreement") dated July 13, 2016, between Big Rivers Electric Corporation ("*Big Rivers*") and the Kentucky Municipal Energy Agency ("*KyMEA*"). Big Rivers and KyMEA have now entered into an amendment ("*Amendment*") to make two technical corrections to the Agreement. Enclosed for filing on behalf of Big Rivers, pursuant to KRS 278.160, KRS 278.180, and 807 KAR 5:011 Section 13, are an original and ten copies of the Amendment.

Please confirm the Commission's receipt of this information by placing the Commission's date stamp on the enclosed additional copy and returning it to Big Rivers in the self-addressed, postage paid envelope provided; and please feel free to contact me with any questions you may have about this filing.

Sincerely,

A handwritten signature in blue ink that reads "Tyson Kamuf" followed by a stylized flourish.

Tyson Kamuf  
Corporate Attorney,  
Big Rivers Electric Corporation  
tyson.kamuf@bigrivers.com

Enclosures

**AMENDMENT NO. 1**

**TO AGREEMENT FOR THE PURCHASE AND SALE**

**OF FIRM CAPACITY AND ENERGY**

**BETWEEN**

**BIG RIVERS ELECTRIC CORPORATION**

**AND**

**KENTUCKY MUNICIPAL ENERGY AGENCY**

**APRIL 2, 2019**

**AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE  
AND SALE OF FIRM CAPACITY AND ENERGY  
BETWEEN BIG RIVERS ELECTRIC CORPORATION AND  
KENTUCKY MUNICIPAL ENERGY AGENCY**

This AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE AND SALE OF FIRM CAPACITY AND ENERGY (this "Amendment") is made and entered into as of the 2<sup>nd</sup> day of April, 2019 ("Effective Date"), between BIG RIVERS ELECTRIC CORPORATION ("Seller"), and KENTUCKY MUNICIPAL ENERGY AGENCY ("Buyer") (each individually a "Party" and collectively, the "Parties").

WHEREAS, Seller is a Kentucky electric generation and transmission cooperative, organized and existing under the laws of the Commonwealth of Kentucky;

WHEREAS, Buyer is an inter-local agency organized and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, Seller and Buyer previously entered into the Agreement for the purchase and Sale of Firm Capacity and Energy, dated as of July 13, 2016 (the "Agreement"), and now desire to amend the Agreement as provided herein;

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

**ARTICLE 1 - DEFINITIONS**

Section 1.1. Capitalized terms used but not defined herein shall have the meanings provided for in the Agreement, except as otherwise set forth herein. The terms of construction and interpretation provided in the Agreement shall apply to this Amendment. References to sections or articles herein shall be references to sections or articles in the Agreement, unless the context otherwise requires.

**ARTICLE 2 - AMENDMENTS**

Section 2.1. The definition of "Day-Ahead Market Price" in Section 1.1 of the Agreement is amended by replacing the reference to "Day-Ahead Ex Ante LMP" in that definition with "Day-Ahead Ex Post LMP".

Section 2.2. Section 5.2(b) of the Agreement is amended by replacing the reference to "Eastern Standard Time" in that section with "Eastern Prevailing Time".

**ARTICLE 3 - GENERAL PROVISIONS**

Section 3.1. Effect of Amendment.

- (a) The effectiveness of this Amendment and the Parties obligations hereunder are, unless waived by Seller, subject to the approval of the KPSC and the RUS.
- (b) Except as otherwise expressly provided or contemplated by this Amendment, all of the terms, conditions and provisions of the Agreement remain unaltered and in full force and effect. The Agreement and this Amendment shall be read and construed as one agreement. The making of the amendments in this Amendment does not imply any obligation or agreement by any Party to make any other amendment, waiver, modification or consent as to any matter on any subsequent occasion.

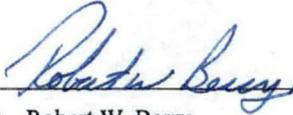
3.2 Headings. Article and section headings used throughout this Amendment are for the convenience of the Parties only and shall not affect the meaning or interpretation of the provisions of this Amendment.

3.3 Counterparts; Electronic Copies. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any electronic copies hereof or signatures hereon shall, for all purposes, be deemed originals.

*[Signatures follow on next page.]*

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.

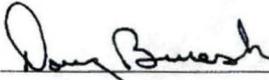
**BIG RIVERS ELECTRIC CORPORATION**

By: 

Name: Robert W. Berry

Title: President and CEO

**KENTUCKY MUNICIPAL ENERGY AGENCY**

By: 

Name: Doug Burash

Title: President and CEO