



Fuel Supplier: Texas Gas Transmission, LLC

Fuel Type: Natural Gas

Contract No: BRE 10-G01

**Description: Hot Service Agreement
No. 34875
01/01/24 – 12/31/24**



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

December 8, 2023

Mr. Nathan Berry
Big Rivers Electric Corporation
710 West 2nd Street
Owensboro, KY 42301

Re: Discounted Rates Letter Agreement to
HOT Service Agreement No. 34875
between TEXAS GAS TRANSMISSION, LLC and
BIG RIVERS ELECTRIC CORPORATION
dated June 11, 2015

Dear Nathan:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Big Rivers Electric Corporation ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide service under the Agreement to the Delivery Point listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A. In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for transportation service utilizing the Delivery Point specifically listed on Exhibit A.

3. This Agreement shall be effective beginning January 1, 2024 and shall continue in full force and effect through December 31, 2024.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing in the appropriate spaces provided below and returning to Texas Gas.

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

DS
JL

DocuSigned by:
Signature: Charles B Backstrom
9859DFFC527B4A3...

Date: 12/20/2023 | 6:34:53 PM CST

Name: Charles B Backstrom

Title: Vice President

Big Rivers Electric Corporation

DocuSigned by:
Signature: Nathan Berry
01C35774F7B48A...

Date: 12/20/2023 | 4:02:45 PM CST

Name: Nathan Berry

Title: Chief operating officer

DS
VP

Rate Schedule HOT
Agreement No. 34875
Dated: June 11, 2015

Discounted Rates Letter Agreement dated December 8, 2023
Effective: January 1, 2024

EXHIBIT A
DELIVERY POINT

<u>Delivery Point Name</u>	<u>Meter No.</u>	<u>Zone</u>
Big Rivers-Reid	9465	3

Rate(s):

\$0.3750 per MMBtu on any day IT agreement 34876 or PAL-Loan agreement 38538 is utilized for 100% of deliveries to Meter No. 9465.

Maximum tariff rate per MMBtu on any day IT agreement 34876 or PAL-Loan agreement 38538 is not utilized for 100% of deliveries to Meter No. 9465.



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

Request No. 11931

December 20, 2021

Big Rivers Electric Corporation
Vicky Payne
201 3rd St
Henderson, KY 42420

Re: IT Agreement No. 34876 by and between
Texas Gas Transmission, LLC (“Texas Gas”) and
Big Rivers Electric Corporation (“Customer”)
dated June 11, 2015 , as amended (“Original Agreement”)

To Whom It May Concern:

Effective January 1, 2022, Texas Gas and Customer hereby desire to amend the Original Agreement between them as follows:

A. The Contract Demand(s) paragraph shall be deleted in its entirety and replaced with the following:


Contract Demand(s): 144,000 MMBtu/day


This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Original Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Big Rivers Electric Corporation

Texas Gas Transmission, LLC

By: 
Printed Name: Nathaniel Berry
Title: Vice President of Production
Date: 12/21/2021 | 2:08:34 PM CST

By: 
Printed Name: Charles Backstrom
Title: Vice President
Date: 12/21/2021 | 4:48:52 PM CST