



**Fuel Supplier: Texas Gas Transmission, LLC**

**Fuel Type: Natural Gas Transportation**

**Contract No: BRE 10-G01**

**Description: Gas Transportation  
Contract April 1, 2021 thru  
December 31, 2021**



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

R11662  
Contract No. 38538

March 24, 2021

Mr. Nathan Berry  
Big Rivers Electric Corporation  
201 3rd Street  
Henderson, KY 42420-2903

Re: Amendment to PAL Service Agreement  
between TEXAS GAS TRANSMISSION, LLC (Texas Gas) and  
BIGRIVERS ELECTRIC CORPORATION (Customer)  
dated March 4, 2020  
Contract No. 38538

Dear Nathan:

Texas Gas and Customer agree to amend the above-referenced Agreement to add the following terms as follows:

1. Effective April 1, 2021 through the term of the Agreement:

A. Daily Charge per MMBtu: Effective April 1, 2021 through December 31, 2021  
\$0.09 per MMBtu per day of Daily Loan Balance  
\$0.05 per MMBtu per day of Intraday Loaned

Effective January 1, 2022:  
Texas Gas' effective maximum tariff rate

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

If Customer agrees with these terms and conditions, please so indicate by signing in the appropriate space provided below and returning to Texas Gas, attention Contract Administration.

Very truly yours,

BIGRIVERS ELECTRIC CORPORATION

By: Nathan Berry

Title: VP Production

Date of Execution by Customer: 3/26/21

TEXAS GAS TRANSMISSION, LLC

By: Charles Buzzy Backstrom

Title: Vice President

Date of Execution by Texas Gas: 3/29/2021 | 9:02:11 AM CDT





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

March 24, 2021

Mr. Nathan Berry  
Big Rivers Electric Corporation  
201 3rd St  
Henderson, KY 42420-2979

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 April 1, 2021 and shall continue in full force and effect through December 31, 2021.

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

DocuSigned by:  
Signature: Charles Buzz Backstrom Date: 3/29/2021 | 9:02:11 AM CDT  
F82D088C42A449D...  
Name: Charles Buzz Backstrom Title: Vice President

Big Rivers Electric Corporation

Signature: Nathan Berry Date: 3/26/21  
Name: Nathan Berry Title: VP Production

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

Discounted Rates Letter Agreement dated March 24, 2021  
Effective: April 1, 2021

EXHIBIT A

DELIVERY POINT

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

Rate(s):

\$0.25 per MMBtu on any day IT agreement 34876 is utilized for 100% of deliveries to Meter No. 9465.

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