

## SEVENTH AMENDMENT

This **SEVENTH AMENDMENT** ("Amendment") is made as of May 13, 2015 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, that Second Amendment dated December 6, 2013; that Third Amendment dated February 26, 2014; that Fourth Amendment dated April 25, 2014; that Fifth Amendment dated July 25, 2014, and by that Sixth Amendment dated January 21, 2015;
- B. WHEREAS, Purchaser's initial Commission Approval Application (consisting of two Commission proceedings, Case No. 2013-00144 and Case No. 2012-00578) resulted in two Commission decisions one decision dated October 10, 2013 for Case No. 2013-00144 and a second decision dated October 7, 2013 for Case No. 2012-00578;
- C. WHEREAS, both of the decisions referenced above were appealed and remain on appeal as of the date of this Seventh Amendment to the REPA;
- D. WHEREAS, should both decisions become final and non-appealable, such decisions, collectively, will not constitute a Commission Approval Order for purposes of Section 6.1(A) Purchaser's Conditions Precedent as originally set forth in the REPA;
- E. WHEREAS, as both decisions remain on appeal, Seller and Purchaser, pursuant to the Fifth Amendment to the REPA, committed to discuss potential amendments to the REPA that would address the financial risks posed by the decision in Case No. 2013-00144, but maintain Purchaser's Conditions Precedent in Section 6.1(A) as originally agreed upon and memorialized between the Parties;
- F. WHEREAS after discussing potential amendments to the REPA, the Parties entered into the Sixth Amendment to the REPA, which includes certain and necessary amendments, including without limitation, insertion of new provisions in Section 6.1 Purchaser's Conditions Precedent (Section 6.1(A), Section 6.1(B), Section 6.1(G) and Section 6.1(H)), along with amendments to existing Section 6.1, revisions to Article 11 Security Fund, and other changes within the REPA to

address and fully mitigate the financial risks posed upon Purchaser by the October 10, 2013 Commission decision in Case No. 2013-00144;

- G. WHEREAS, with the amendments incorporated thru the Sixth Amendment, Purchaser was to submit a Second Commission Approval Application with the Commission for the REPA no later than ninety (90) days following the issuance of an order (excluding interim or scheduling orders) by the Franklin Circuit Court in Case No. 13-CI-1272 that affirms, without modification, the Commission's October 10, 2013 order.
- H. WHEREAS, the Franklin Circuit Court entered an order in Case No. 13-CI-1272 that affirmed, without modification, the Commission's October 10, 2013 order in Case No. 2013-00144 on February 18, 2015;
- I. WHEREAS, the Franklin Circuit Court's order in Case No. 13-CI-1272 has been appealed to the Kentucky Court of Appeals;
- J. WHEREAS, the Parties have discussed an amendment to Section 6.1(B) to extend certain dates, to provide Purchaser additional time to submit a Second Commission Approval Application under Section 6.1(B), so the Parties desire to amend and restate Sections 6.1(A) and (B) in their entirety in this Seventh Amendment;
- K. WHEREAS, Seller desires to sell and deliver to Purchaser at the Point of Delivery all of the Facility's Renewable Energy Products pursuant to the terms of this REPA as amended by the Seventh Amendment, and Purchaser desires to buy the same from Seller;
- L. WHEREAS, Purchaser has accepted Seller's offer to sell Renewable Energy Products in accordance with the terms and conditions set forth in this REPA as amended by the Seventh Amendment, subject to the timely receipt of all necessary regulatory and cost recovery approvals; and
- M. 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 May 13, 2015 ("Effective Date").
2. Amendments. The Agreement will be amended as of the Effective Date as follows:
  - a. Section 6.1 Purchaser's Conditions Precedents. Section 6.1(A) and (B) Purchaser's Conditions Precedent. is amended as follows: Section 6.1(A) and (B) are deleted in its entirety and replaced with the following:

"(A) Purchaser and certain of its Affiliates filed the FERC Approval Application with the FERC prior to the date of this REPA. No later than thirty (30) Days after execution of this REPA, Purchaser shall file the Commission Approval Application with the Commission, and Purchaser filed this Commission Approval Application in Docket 2013-00144 and Docket 2012-00578. The form of Purchaser's Approval Applications and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from such Approval Applications shall be determined in the sole discretion of Purchaser. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or the FERC or any other party to any proceedings related to the Approval Applications, or otherwise participate in any meetings with the Commission or the FERC or any such other party, or intervene in any such proceedings, without Purchaser's consent. If the Commission fails to issue the Commission Approval Order by October 1, 2015 or the FERC fails to issue the FERC Approval Order by December 31, 2014, Purchaser, by notice to Seller delivered on or before November 1, 2015, may terminate this REPA, without any further financial or other obligation to Seller as a result of such termination except that Purchaser shall return the Security Fund to Seller; provided that, if Purchaser has not on or prior to November 1, 2015 provided notice to Seller of a termination of this REPA as a result of the failure to obtain either the Commission Approval Order or the FERC Approval Order, Purchaser shall be deemed to have waived its right to terminate this REPA for failure to achieve such condition precedent.

(B) The following amendments incorporated by the Sixth and Seventh Amendments were specifically included to address and fully mitigate the financial risks imposed upon Purchaser from the Commission's October 10, 2013 decision including, without limitation, the revisions to and additions of Purchaser's Conditions Precedent Section 6.1(A), new Section 6.1(B), new Sections 6.1(G) thru 6.1(I), amendments to Security Fund in Article 11, and various other amendments, including the insertion of new defined terms. With the amendments incorporated thru the Seventh Amendment, Purchaser will submit a Second Commission Approval Application with the Commission for the REPA no later than June 18, 2015 provided that the Franklin Circuit Court order entered on

February 18, 2015 in Case No. 13-CI-1272 that affirmed, without modification, the Commission's October 10, 2013 order in Case No. 2013-00144 is not modified by the Franklin Circuit Court. The form of Purchaser's Second Commission Approval Application for the REPA and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from the Second Commission Approval Application shall be determined in the sole discretion of Purchaser. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or any other party to any proceedings related to the Second Commission Approval Application for the REPA, or otherwise participate in any meetings with the Commission or any such other party, or intervene in any such proceedings, without Purchaser's consent. If there is no Second Commission Approval Order for the REPA, if any, by October 1, 2015, Purchaser, by notice to Seller delivered on or before November 1, 2015, may terminate the REPA including, for the avoidance of doubt, all amendments of the REPA, without any further financial or other obligation to Seller as a result of such termination, except that Purchaser shall return the Security Fund to Seller. If Purchaser has not on or prior to November 1, 2015 provided notice to Seller of a termination of the REPA including all amendments of the REPA as a result of having no Second Commission Approval Order by October 1, 2015, Purchaser shall be deemed to have waived its right to terminate this REPA, for failure to achieve such condition precedent."

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.

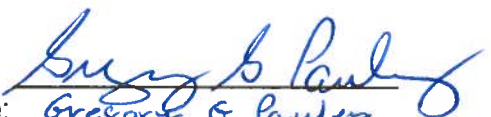
[Signatures on following Page]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Seventh 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 S. Paulsen  
Title: President & COO