SECOND AMENDMENT TO WHOLESALE POWER CONTRACT, AS AMENDED

THIS AMENDMENT made on April 1, 1980 by and between EAST KENTUCKY POWER COOPERATIVE, INC. (formerly named EAST KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION), a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "SELLER", and GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION , a corporation organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "MEMBER".

WHEREAS, SELLER and MEMBER have entered into a contract dated October 1, 1964, for the purchase and sale of electric power and energy, with the approval of the Administrator of the Rural Electrification Administration, and said Wholesale Power Contract is now in full force and effect; and

WHEREAS, SELLER, MEMBER and the aforesaid Administrator have entered into a Supplemental Agreement dated October 1, 1964, that provides for certain rights and obligations to guarantee compliance with the aforesaid Wholesale Power Contract; and

WHEREAS, SELLER and MEMBER have also entered into a First Amendment to Wholesale Power Contract dated December 3, 1976, that provides for an extension in the Wholesale Power Contract from 2010 to 2018 in compliance with REA loan policy and requirements; and

WHEREAS, SELLER has proposed and the aforesaid Administrator is contemplating a loan, guaranteed or otherwise, in the approximate amount of \$1,500,000,000 to finance a project consisting of the construction and operation of two 650 MW generating units, with related substation and transmission

line facilities; and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and in order to consummate and finalize the aforesaid financial arrangements, SELLER and MEMBER do hereby reiterate and reaffirm the provisions of the aforesaid Wholesale Power Contract, Supplemental Agreement and First Amendment to Wholesale Power Contract with the exception of the following provisions to which they do now hereby agree to amend and adopt, to-wit:

Section 2 of the aforesaid Wholesale Power Contract, as
 Amended, is further amended to read:

Electric Characteristics and Delivery Point(s). Electric power and energy to be furnished hereunder shall be alternating current, three phase, four wire, sixty cycle. The Seller shall make and pay for all final connections between the systems of the SELLER and the MEMBER at the point(s) of delivery.

The points of delivery will be:

Argentum	Elliottville	Leon
Mazie	Newfoundland	Pelfrey
Warnock	_	

and such other points as may be required by MEMBER to adequately serve their respective members.

2. Section 10 of the aforesaid Wholesale Power Contract, as Amended, is further amended to read:

Term. This Agreement shall become effective only upon approval in writing by the Administrator and shall remain in effect until

January 1, 2025, and thereafter until terminated by either party's giving to the other not less than six months' written notice of its intention to terminate. Subject to the provisions of Article 1 hereof, service hereunder and the obligation of the MEMBER to pay therefor shall commence upon completion of the facilities necessary

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to	provide service.			
IN	WITNESS WHEREOF, the	parties have cau	used this Seco	nd Amendmen
to be duly e	executed as of the dat	e first above wri	itten.	
39 3	(SELLER)	H,	POWER COOPERAT	IVE, INC.
ATTEST: Secretary	id Ragland	Chairman of the	в воага	
T *	(MEMBER) By: (Tit	W, H. 1 le) Problé	Vama	R
ATTEST: Socretary	ELuvis			¥
APPROVED:	UNITED STATES OF AM	ERICA	,	
Dy .	Rural Electrificati	Administrator of on Administration		e

FROM THE MINUTE BOOK OF PROCEEDINGS OF THE BOARD OF DIRECTORS OF

	GRAYSON RECC
	At a regular meeting of the Board of Directors ofGRAYSON
RECC held	at Grayson, Kentucky , Kentucky on March
28	, 1980, the following business was transacted:
	A document entitled Second Amendment to Wholesale Power Contract, as Amended, dated December 3, 1976, with East Kentucky Power Cooperative, Inc. was presented. This Amendment lists all current points (substations) of power deliveries and extends the expiration date of the aforesaid contract, as Amended, from January 1, 2018 to January 1, 2025 in compliance with REA Loan Policy and Requirements.
	After discussion, a motion was made, seconded and passed to approve this Second Amendment to Wholesale Power Contract, as Amended, and authorize its execution.
	The foregoing is a true and exact copy of a resolution passed
at a meeti	ing called pursuant to proper notice at which a quorum was present
and which	now appears on the Minute Book of Proceedings of the Board of
Directors	of the Cooperative and said resolution has not been rescinded
or modifie	ed.
	Witness my hand and seal this 28th day of March, 1980.
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