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**PUBLIC SERVICE
COMMISSION**

AMENDMENT NO. 3

dated as of August 1, 2009

to

WHOLESALE POWER CONTRACT

dated October 14, 1977


between

BIG RIVERS ELECTRIC CORPORATION

and

JACKSON PURCHASE ENERGY CORPORATION

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/25/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

AMENDMENT NO. 3 TO WHOLESALE POWER CONTRACT

AMENDMENT No. 3, dated as of August 1, 2009, (this "Amendment") to WHOLESALE POWER CONTRACT, between Big Rivers Electric Corporation, a Kentucky rural electric cooperative corporation, ("Seller") and Jackson Purchase Energy Corporation ("Member"), a Kentucky rural electric cooperative corporation.

WHEREAS, Seller and Member entered into a Wholesale Power Contract, dated October 14, 1977 to provide for the furnishing of electric service by Seller to Member, as supplemented and amended by a Supplemental Agreement entered into as of October 14, 1977, Amendment 1 to Wholesale Power Contract, made as of May 9, 1980 and Amendment 2 to Wholesale Power Contract, made as of July 6, 2009 (such October 14, 1977 Wholesale Power Contract, as heretofore supplemented and amended, the "Power Contract").

WHEREAS, the Seller and the Member now deem it mutually advantageous to amend the Power Contract consistent with the request of the Rural Utilities Service of the United States Department of Agriculture ("RUS") to add certain provisions regarding enforcement by RUS of the obligations of a party.


NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contracted, the Seller and the Member agree as follows:

SECTION 1. Addition of New Section.

The Power Contract is amended by adding a new Section 15 reading in its entirety as follows:

"SECTION 15. Specific Performance Available.

The Seller, the Member and the Administrator agree that (i) if the Member shall fail to comply with any provision of the Power Contract, the Seller, or the Administrator, if the Administrator so elects, shall have the right to enforce the obligations of the Member under the provisions of the Power Contract and (ii) if the Seller shall fail to comply with any provision of the Power Contract, the Member, or the Administrator, if the Administrator so elects, shall have the right to enforce the obligations of the Seller under the provisions of the Power Contract. Such enforcement may be instituting all necessary actions at law or suits in equity, including, without limitation, suits for specific performance. Such rights of the Administrator to enforce the provisions of the Power Contract are in addition to and shall not limit the rights which the Administrator shall otherwise have as third party beneficiary of the Power Contract or pursuant to the assignment and pledge of the Power Contract and the payments required to be made thereunder as provided in the "Mortgage" referred to in the Power Contract. The Government shall not, under any circumstances, assume or be bound by the obligations of the Seller or Member under the Power Contract except to the extent:

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the Government shall agree in writing to accept and be bound by any such obligations in whole or in part.”

SECTION 2. Conditions to Effectiveness of this Amendment.

This Amendment to the Power Contract shall become effective only after satisfaction of each of the following conditions:

(a) Approval in writing of this Amendment by the Administrator of the RUS; and

(b) Acceptance or approval in writing of this Amendment by the Kentucky Public Service Commission.

SECTION 3. Power Contract to Remain in Full Force and Effect.

Except as expressly herein amended, the Power Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Member have caused this Amendment to be signed in their respective corporate names by their duly authorized officers, all as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Mark A. Bailey
President and CEO

JACKSON PURCHASE ENERGY CORPORATION

By: Kelly Nuckols
Kelly Nuckols
President and CEO

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By: [Signature]
Executive Director