

AMENDMENT TO WHOLESALE POWER CONTRACT

dated as of December 19, 2025

between

BIG RIVERS ELECTRIC CORPORATION


and

JACKSON PURCHASE ENERGY CORPORATION

amending the Wholesale Power Contract made as of October 14, 1977

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**1/19/2026**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## AMENDMENT TO WHOLESALE POWER CONTRACT

This AMENDMENT TO WHOLESALE POWER CONTRACT ("Amendment") is made and entered into as of the 19<sup>th</sup> day of December, 2025, by and between Big Rivers Electric Corporation, a Kentucky rural electric cooperative corporation ("Seller"), and Jackson Purchase Energy Corporation, a Kentucky rural electric cooperative corporation ("Member"). Seller and Member are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Seller and Member entered into a Wholesale Power Contract, made as of October 14, 1977, to provide for the furnishing of electric service by Seller to Member (as supplemented and amended, the "Contract");

WHEREAS, the Parties desire to amend the Contract to (a) extend the term thereof, and (b) create a shared services budget committee; and

WHEREAS, each of Seller's members is amending their wholesale power contracts with Seller (the "All Requirements Contracts") to contain the same terms as this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Amendment of Term. Section 10 of the Contract is amended to read as follows:

"Section 10. Term. This Agreement shall remain in effect until December 31, 2061, and shall automatically extend and renew for additional five-year periods on each five-year anniversary date following December 31, 2025, unless Seller, Member, or any member of Seller gives written notice of intent not to extend and renew an All Requirements Contract at least twelve months prior to any fifth-year anniversary date. In the event such a notice is given, this Agreement shall terminate on January 1 following the expiration of the last renewal period then in effect. For the avoidance of doubt, the first five-year anniversary date following December 31, 2025, is December 31, 2030. Accordingly, unless Seller, Member, or any member of Seller gives written notice of intent not to extend and renew on or before December 31, 2029, then the term of this Agreement, as amended and supplemented, shall automatically extend and continue in effect through December 31, 2066."

2. Shared Services Budget Committee. The Contract is amended to add the following section:

Shared Services. Seller and Member desire to establish a formal process for the development each year of a four-year work plan for shared services to be provided by Seller to or on behalf of its members, consisting of an Annual Shared Services Budget and a Shared Services Financial Plan covering the three years subsequent to the annual budget.

In this regard, Seller shall establish an advisory Shared Services Committee for the purpose of reviewing, developing,

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year work plan for shared services to be provided by Seller. The Committee shall be composed of the following:

1. the Chief Executive Officer of Seller and each of its members; and
2. Seller's Vice President of Members Services and Economic Development, or such other representative of Seller as Seller's Chief Executive Officer may appoint.

The Committee shall develop and recommend an annual Shared Services Budget and a three-year Shared Services Financial Plan for consideration by Seller's Board of Directors, and the Committee shall include recommendations in its budget and financial plan as to which shared services Seller should spend the budgeted and planned amounts on. The Committee shall meet at least annually and more frequently as necessary to meet its responsibilities within Seller's budget development timeline. Meetings may be held in person or via any electronic means permitted by applicable law.

Seller's Board of Directors retains final authority to approve the Shared Services Budget and Financial Plan; however, the Board shall give good-faith consideration to the Committee's recommendations and shall provide written explanation to the Committee in the event material changes are made.

The existence or activities of the Shared Service Budget Committee shall not be construed to create a partnership, joint venture, or other fiduciary relationship between or among Seller and its members.

3. Conditions to Effectiveness of this Amendment. This Amendment shall become effective only after satisfaction of each of the following conditions:

- (a) Approval in writing of this Amendment by the Administrator; and
- (b) Acceptance or approval in writing of this Amendment by the Kentucky Public Service Commission.

4. Agreements Reaffirmed. All of the terms of the Contract not expressly amended by this Amendment shall remain in full force and effect.

[SIGNATURE PAGE(S) FOLLOW]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: *Donald A. Gully*  
Title: President & CEO

ATTEST:

*Amanda R. Jackson*

JACKSON PURCHASE ENERGY  
CORPORATION

By: *[Signature]*  
Title: President & CEO

ATTEST:

*Earl Hays*

