

AMENDMENT TO WHOLESALE POWER CONTRACTS

dated as of December 19, 2025

between

BIG RIVERS ELECTRIC CORPORATION

and

KENERGY CORP.

amending the Wholesale Power Contracts made as of June 11, 1962

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 CONTRACTS

This AMENDMENT TO WHOLESALE POWER CONTRACTS ("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 Kenergy Corp., 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, as successor by consolidation to Henderson Union Electric Cooperative Corp., entered into a Wholesale Power Contract, made as of June 11, 1962, (as supplemented and amended, including by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation, the "Henderson Union Contract");

WHEREAS, Seller and Member, as successor by consolidation to Green River Electric Corporation, entered into a Wholesale Power Contract, made as of June 11, 1962 (as supplemented and amended, including by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation, the "Green River Contract");

WHEREAS, the Parties desire to amend the Henderson Union Contract and the Green River Contract to (a) extend the terms 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 Henderson Union Contract and Section 10 of the Green River Contract are each 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 Henderson Union Contract and the Green River Contract are each amended to add the following section:

EFFECTIVE

1/19/2026

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

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 Budget Committee for the purpose of reviewing, developing, and recommending a four-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 of the Rural Utilities Service; 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 Henderson Union Contract and the Green River Contract not expressly amended by this <sup>A</sup> full force and effect.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>	
<b>Linda C. Bridwell Executive Director</b>	
	
<b>EFFECTIVE 1/19/2026</b>	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

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 O. Cally  
Title: President & CEO

ATTEST:

Amanda R. Johnson

KENERGY CORP.

By: Jeff Hubbard  
Title: President & CEO

ATTEST:

Debra Haylen

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director

Linda C. Bridwell

EFFECTIVE

**1/19/2026**

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