

Amendment No. 1
Effective Date: January 1, 2010

**Amendment to the Agreement of May 27, 2009, for
Electric Service between and among East Kentucky Power
Cooperative, Inc., Nolin Rural Electric Cooperative Corporation,
and AGC Automotive Americas**

Effective: For service rendered on and after January 1, 2010


Come now the parties to this Agreement and revise, modify and amend said Agreement as follows:

I. Paragraph 2, Page 2, is deleted in its present form and hereafter shall read:

“2. Demand Charge and Billing from EKPC to Nolin. EKPC will provide wholesale electric service to Nolin for AGC pursuant to the terms and conditions of EKPC’s Rate Section G, except as described further in this paragraph. EKPC will also provide interruptible service to Nolin for AGC pursuant to the terms and conditions of EKPC’s Rate Section D, with a 60-minute notice and 200 hours of interruption annually.

- a. For a period of two years from the first day of the month following the May 27, 2009 Agreement, billing demand between EKPC and Nolin will be the greater of the actual demand occurring coincident with EKPC’s system peak or the combined levels of the contract demand for firm service and interruptible demands as described in and determined pursuant to paragraph 3 of this Agreement. The combined levels of firm and interruptible demands will not be less than 17,000 kW. The billing demand will be invoiced using the demand rate listed in EKPC’s Rate Section G and the interruptible rate listed in EKPC’s Rate Section D, as applicable.
- b. After the conclusion of the two-year period, the billing demand shall be the greater of the contract demand for firm service or AGC’s highest demand during the current month or preceding eleven months coincident with EKPC’s system peak demand as defined in EKPC’s Rate Section G.
- c. For purposes of this Agreement, the minimum monthly charge shall not be less than the sum of i and ii below:
 - i. The product of the billing demand multiplied by the demand charge and the interruptible rate, as applicable, plus
 - ii. The contract demand for firm service as described in and determined pursuant to paragraph 3 of this Agreement multiplied by 400 hours, with the result multiplied by the energy rate less EKPC’s base fuel component in the energy rate.

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1/1/2010
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

IN WITNESS WHEREOF, and in compliance with Paragraph 22 of the Agreement, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates indicated.

AGC Automotive Americas

By: Barry Borden
Title: Maintenance Manager
Date Signed: 11/4/09

East Kentucky Power Cooperative,
Inc.

By: Anthony S. Langshell
Title: President/CEO
Date Signed: 11/19/09

Nolin Rural Electric Cooperative
Corporation

By: Michael L. Mills
Title: President & CEO
Date Signed: 11-13-09

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SECTION 9 (1)

By: J. D. Brown
Executive Director