



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
www.bigrivers.com

April 27, 2010

Mr. Sanford Novick
Kenergy Corp.
6402 Corydon Road
P.O. Box 18
Henderson, KY 42419-0018

Re: Retail Electric Service Agreement Amendment – Tyson Chicken, Inc.

Dear Sandy:

Reference is made to an existing retail contract between Henderson Union Electric Cooperative (“Henderson Union”) and Hudson Foods, Inc. (“Hudson Foods”) dated August 14, 1996 (the “Retail Agreement”), and to an existing letter agreement dated April 10, 1997, between Big Rivers Electric Corporation (“Big Rivers”) and Henderson Union (the “Wholesale Amendment”), whereby Big Rivers consented to the Retail Agreement. Kenergy Corp. (“Kenergy”), as successor by consolidation to Henderson Union under the Retail Agreement, and Tyson Chicken, Inc. (“Retail Customer”), the current name of Hudson Foods, have entered into an Amendment to Service Agreement (“Amendment”), which amends the Retail Agreement. A copy of the Retail Service Agreement and the Amendment are attached hereto.

This letter agreement evidences the terms upon which Big Rivers concurs with the terms of the Retail Service Agreement, as amended by the Amendment, and the agreement between Big Rivers and Kenergy with respect thereto. This letter agreement further amends, restates and supersedes the Wholesale Amendment.

(1) **Existing Agreement and Tariff.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, and Big Rivers’ filed tariffs shall continue in full force and effect except as specifically modified by this letter agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Kenergy the electric power required during the primary term of the Retail Agreement, as amended, and any extension thereof approved by Big Rivers, to meet the power supply obligations assumed by Kenergy in the Retail Agreement, as amended. Big Rivers shall have the benefit of Retail Customer’s covenants in the Retail Agreement, as amended.

(3) **Obligations of Kenergy.** Kenergy shall take and pay for electric power and energy delivered by Big Rivers in accordance with Big Rivers’ tariff Rate Schedule 7 or Rate Schedule 10, as may be applicable from time to time. Kenergy will promptly forward to Big Rivers a copy of any notices received by Kenergy from Retail Customer under the terms of the Retail Agreement.

(4) **Obligations of Kenergy for Minimum Billing Demand Charge.** Kenergy agrees to bill Retail Customer for any minimum billing demand charges in excess of [redacted] and, and agrees to pay over to Big Rivers all funds actually collected under such billings.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 7/2/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
Your Touchstone Energy® Cooperative

Mr. Sanford Novick
April 27, 2010
Page Two

letter agreement do not affect the obligation of Kenergy to pay Big Rivers in accordance with Big Rivers' tariff as and when billed for the wholesale charges for electric power and energy actually consumed by Retail Customer.

(5) **Division of Any Partial Payments.** Kenergy will pay to Big Rivers a pro rata share of any partial payment made to Kenergy by or on behalf of Retail Customer.

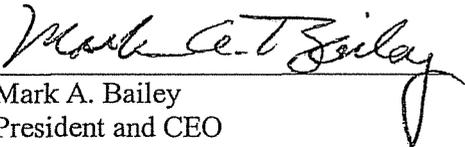
(6) **Effective Date.** This letter agreement will become effective upon (i) approval or acceptance by the Public Service Commission of Kentucky, and (ii) the completion of a review, and potential approval by the Rural Utilities Service of the U. S. Department of Agriculture under the terms of the Amended and Consolidated Loan Contract dated as of July 16, 2009, between Big Rivers and the United States of America.

(7) **Entire Agreement and Amendment.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Kenergy. The Retail Agreement, as amended, cannot be amended without the written approval of Big Rivers. Big Rivers shall have the right to approve the credit security offered by Retail Customer to secure the obligations of the Retail Customer under the Retail Agreement, as amended.

If this agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning four copies to us.

Sincerely yours,

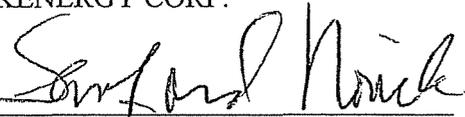
BIG RIVERS ELECTRIC CORPORATION


Mark A. Bailey
President and CEO

Attachment

ACCEPTED:

KENERGY CORP.


Sanford Novick
President and CEO

Date: 4/28, 2010

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 7/2/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)