



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

July 16, 2009

United States Department of Agriculture
Rural Utilities Service
1400 Independence Ave., S.W.,
Room 0270-South; Stop 1568
Washington, DC 20250
Attn: Victor T. Vu, Director
Power Supply Division

Re: Future Amendment of Big Rivers' Members' Wholesale Power Contracts

Dear Victor:

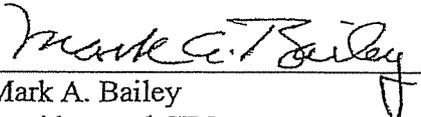
In consideration for the consent of USDA Rural Utilities Service ("RUS") to the consummation of various transactions on the date hereof, Big Rivers Electric Corporation ("Big Rivers") agrees promptly to prepare and propose to its members an amendment (collectively, the "Amendments") to their wholesale power contracts (other than the Wholesale Electric Service Agreement (Alcan), dated as of July 1, 2009, and Wholesale Electric Service Agreement (Century), dated as of July 1, 2009, each with Kenergy Corp.). The Amendments will modify these wholesale power contracts to include the language as set forth on Exhibit A hereto. Upon execution by Big Rivers and the members, Big Rivers promptly will deliver the executed Amendments to RUS for its approval.

Big Rivers acknowledges and agrees that RUS can, and will, take into account the status of the Amendments when Big Rivers or any of its members request loans from or seek the approval or consent of RUS for any matter in the future, including by denying any such requests on the basis that the Amendments have not been entered into.

Very truly yours,

BIG RIVERS ELECTRIC CORPORATION

By:


Mark A. Bailey
President and CEO

USDA Rural Utilities Service
Victor T. Vu
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The undersigned hereby acknowledge
receipt of a copy of this letter and
understand the contents thereof:

JACKSON PURCHASE ENERGY CORPORATION

By:

G. Kelly Nuckols
President and CEO

KENERGY CORP.

By:

Sandy Novick
President and CEO

MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

By:

Burns E. Mercer
President and CEO

such documents, or be paid to the Seller and held and invested in a manner satisfactory to the Administrator.

SECTION 2. 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 by 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 the Government shall agree in writing to accept and be bound by any such obligations in whole or in part.

SECTION 3. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.