

BOOK 936 PAGE 1026 174

AGREEMENT

AGREEMENT ("Agreement"), dated as of April 1, 2005, among the UNITED STATES OF AMERICA (the "Government") acting through the Administrator of the Rural Utilities Service ("RUS"), located at 1400 Independence Avenue, S.W., Room 4051, Washington, D.C. 20250, AMBAC ASSURANCE CORPORATION ("Ambac"), a Wisconsin-domiciled stock insurance company located at One State Street Plaza, New York, New York 10004, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative corporation organized and existing under the laws of the District of Columbia (the "Bank"), located at 2201 Cooperative Way, Herndon, Virginia 20171-3025, CREDIT SUISSE (formerly Credit Suisse First Boston), a banking corporation organized under the laws of Switzerland, acting by and through its New York Branch ("CSNYB"), located at 11 Madison Avenue, New York, New York 10010, U.S. BANK NATIONAL ASSOCIATION (as successor to U.S. Bank Trust National Association), a national banking association, duly organized and existing under the laws of the United States, not in its individual capacity but solely as trustee under the Trust Indenture dated as of August 1, 2001, located at 180 East Fifth Street, 2nd Floor, St. Paul, Minnesota 55101 (the "Series 2001A Trustee"), PBR-1 STATUTORY TRUST, a Connecticut statutory trust acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but as Trustee of a Connecticut statutory trust created by the Trust Agreement (PBR-1) ("PBR-1 Statutory Trust") located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, PBR-2 STATUTORY TRUST, a Connecticut statutory trust acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank

and Trust Company of Connecticut, National Association), not in its individual capacity but as Trustee of a Connecticut statutory trust created by the Trust Agreement (PBR-2) ("PBR-2 Statutory Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **PBR-3 STATUTORY TRUST**, a Connecticut statutory trust acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but as Trustee of a Connecticut statutory trust created by the Trust Agreement (PBR-3) ("PBR-3 Statutory Trust") located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **FBR-1 STATUTORY TRUST**, a Connecticut statutory trust acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but as Trustee of a Connecticut statutory trust created by the Trust Agreement (FBR-1) ("FBR-1 Statutory Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **FBR-2 STATUTORY TRUST**, a Connecticut statutory trust acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but as Trustee of a Connecticut statutory trust created by the Trust Agreement (FBR-2) ("FBR-2 Statutory Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association (PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust and FBR-2 Statutory Trust being

hereinafter sometimes referred to collectively as the "Owner Trusts," together with the Government, Ambac, the Bank, CSNYB, the Series 2001A Trustee, the "RUS Mortgages Mortgagees" ), **PBR-1 OP STATUTORY TRUST**, a Connecticut statutory trust, acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee of a Connecticut statutory trust created by the OP Trust Agreement (PBR-1) ("PBR-1 OP Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **PBR-2 OP STATUTORY TRUST**, a Connecticut statutory trust, acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee of a Connecticut statutory trust created by the OP Trust Agreement (PBR-2) ("PBR-2 OP Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **PBR-3 OP STATUTORY TRUST**, a Connecticut statutory trust, acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee of a Connecticut statutory trust created by the OP Trust Agreement (PBR-3) ("PBR-3 OP Trust"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **FBR-1 OP STATUTORY TRUST**, a Connecticut statutory trust, acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of

Connecticut, National Association), not in its individual capacity but solely as Trustee of a Connecticut statutory trust created by the Trust Agreement (FBR-1) ("**FBR-1 OP Trust**"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, **FBR-2 OP STATUTORY TRUST**, a Connecticut statutory trust, acting through U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee of a Connecticut statutory trust created by the OP Trust Agreement (FBR-2) ("**FBR-2 OP Trust**"), located at Goodwin Square, 255 Asylum Street, Hartford, Connecticut 06103 in care of U.S. Bank National Association, (the PBR-1 OP Trust, the PBR-2 OP Trust, the PBR-3 OP Trust, the FBR-1 OP Trust, and the FBR-2 OP Trust being hereinafter sometimes called collectively the "**OP Trusts**"), **BLUEGRASS LEASING**, a New York general partnership ("**Bluegrass Leasing**"), located at 200 First Stamford Place, Suite 400, Stamford, Connecticut 06902-6745 in care of Philip Morris Capital Corporation, **TRISAIL CAPITAL CORPORATION**, a Rhode Island corporation, formerly named Fleet Real Estate, Inc. ("**TriSail Capital**"), located at 111 Westminster Street, 7<sup>th</sup> Floor, Providence, Rhode Island 02903 in care of Bank of America Leasing & Capital, LLC, **AME INVESTMENTS, LLC**, a Delaware limited liability company ("**AME Investments**"), located at One State Street Plaza, New York, New York 10004 in care of Ambac Capital Corporation, **COBANK, ACB**, a government sponsored enterprise of the United States of America ("**CoBank**"), located at 101 Bullitt Lane, Suite 100, Louisville, Kentucky 40222-6445, **AME ASSET FUNDING, LLC**, a Delaware limited liability company ("**AME Asset**"), located at One State Street Plaza, New York, New York 10004 in care of Ambac Capital Corporation, and **AMBAC CREDIT PRODUCTS, LLC**, a Delaware limited

liability company ("**Ambac Credit Products**"), located at One State Street Plaza, New York, New York 10004 in care of Ambac Capital Corporation (the OP Trusts, Bluegrass Leasing, TriSail Capital, AME Investments, CoBank, and AME Asset, together with Ambac, Ambac Credit Products and the Owner Trusts being hereinafter sometimes referred to collectively as the "**Subordinated Mortgage Mortgagees**"), the **CITY OF HENDERSON, KENTUCKY**, a municipal corporation and the city of the second class organized under the laws of Kentucky, located at 222 First Street, Henderson, Kentucky 42420, **CITY OF HENDERSON UTILITY COMMISSION**, a public body corporate and politic organized under Kentucky Revised Statutes 96.520 and related statutes, located at 100 Fifth Street, Henderson, Kentucky 42420 (such city and commission being hereinafter sometimes referred to collectively as the "**City**"), **BIG RIVERS ELECTRIC CORPORATION**, a rural electric cooperative corporation organized under Chapter 279 of the Kentucky Revised Statutes (hereinafter being referred to as "**Big Rivers**"), located at 201 Third Street, P. O. Box 24-42419, Henderson, Kentucky 42420, **WESTERN KENTUCKY ENERGY CORP.**, a Kentucky corporation ("**WKEC**"), located at 145 N. Main Street, P. O. Box 1518-42419, Henderson, Kentucky 42420, **WKE STATION TWO INC.**, a Kentucky corporation ("**Station Two Subsidiary**"), c/o Western Kentucky Energy Corp., located at 145 N. Main Street, P. O. Box 1518-42419, Henderson, Kentucky 42420, **LG&E ENERGY MARKETING INC.**, an Oklahoma corporation ("**LEM**"), located at 220 West Main Street, Louisville, Kentucky 40202, and **WKE CORP.**, a Kentucky corporation ("**WKE Corp.**"), c/o Western Kentucky Energy Corp., located at 145 N. Main Street, P. O. Box 1518-42419, Henderson, Kentucky 42420, (WKEC, Station Two Subsidiary, LEM and WKE Corp. being hereinafter sometimes referred to collectively as the "**LG&E Mortgagees**").

## WITNESSETH:

WHEREAS, (1) the City and Big Rivers are parties to a Power Sales Contract, a Power Plant Construction and Operation Agreement and a Joint Facilities Agreement all dated August 1, 1970, each as heretofore amended, including but not limited to, as amended by the Amendments to Contracts among the City and Big Rivers dated as of May 1, 1993, and the Amendments to Contracts among the City and Big Rivers dated as of July 15, 1998, (2) Big Rivers, the City, and one or more of the LG&E Mortgagees are parties to the Agreement and Amendments to Agreements by and among the City, Big Rivers, Station Two Subsidiary, LEM, WKEC and WKE Corp. dated as of July 15, 1998, and the Amendatory Agreement thereto dated as of April 1, 2005 (collectively, the "Station Two Agreement"), and (3) pursuant to the Station Two Agreement Big Rivers assigned to Station Two Subsidiary certain "Assigned Station Two Contracts" and Station Two Subsidiary assumed certain "Assumed Station Two Liabilities" (each as defined therein), consisting of certain rights and obligations under the Power Sales Contract, the Power Plant Construction and Operation Agreement and the Joint Facilities Agreement referred to above, as amended, and (4) Big Rivers, the City and one or more of the LG&E Mortgagees are parties to certain 2005 Amendments to Contracts, dated, executed and delivered as of April 1, 2005, the effectiveness of which are subject to further approvals, pursuant to which the agreements and amendments thereof referred to in Subclause (1) above were further amended (the "2005 Amendments to Contracts," and such agreements and amendments thereof referred to in Subclause (1) above, as amended by the 2005 Amendments to Contracts, being hereinafter collectively referred to as the "Station Two Contracts"; and all of such contracts and agreements listed in this recital, as heretofore amended, including the 2005 Amendments to Contracts, being hereinafter collectively referred to as the "Contracts");

WHEREAS, pursuant to certain of the Contracts, an electric generating station consisting of generating units 1 and 2, each described in the Contracts as having a 175-megawatt capacity, together with certain related facilities which are more particularly described in the Contracts were constructed and are owned by the City and operated under the Contracts between and among the City, Big Rivers and one or more of the LG&E Mortgagees (such generating units and facilities being hereinafter collectively referred to as "Station Two");

WHEREAS, Station Two has been equipped with a selective catalytic reduction system ("Station Two SCR System"), so as to comply with applicable provisions of the Federal Environmental Protection Agency's 1998 NOx SIP Call (63 Fed. Reg. 57356), which was promulgated pursuant to Section 110 of the Clean Air Act, 42 U.S.C. 7410, and implemented in Kentucky by Regulation 401 KAR 51:160;

WHEREAS, Exhibit A to the 2005 Amendments to Contracts describes certain portions of the Station Two SCR System and related electric system facilities belonging to the City which are located on land owned by Big Rivers, and leased by WKEC under the Lease and Operating Agreement dated July 15, 1998 (the "Lease"), and thus the City, Big Rivers and WKEC have determined that it is appropriate to execute and record a certain Grant of Rights and of Easements of even date herewith, granting to the City certain rights of access, easements of location and use, and easements of ingress and egress on, over and across such land in order to facilitate the construction, use and maintenance of the Station Two SCR System (the "Easement Agreement");

WHEREAS, virtually all assets of Big Rivers, including the real estate and improvements covered by the Easement Agreement, are encumbered by the mortgages listed in the attached "Exhibit A", which mortgages are collectively referred to herein as the "RUS Mortgages"

WHEREAS, as of July 15, 1998, Big Rivers, as mortgagor, entered into a Mortgage and Security Agreement (LEM Mortgage), which is recorded in Mortgage Book 559, page 199, Office of the Henderson County Court Clerk, as amended by the First Amendment to Mortgage and Security Agreement (LEM Mortgage) dated as of August 22, 2002, recorded in Mortgage Book 749, page 805, Office of the Henderson County Court Clerk (the "**Settlement Mortgage**"), and another Mortgage and Security Agreement, which is recorded in Mortgage Book 559, page 123, Office of the Henderson County Court Clerk ("**LG&E Parties' Secured Agreements Mortgage**"), with the LG&E Mortgagees (WKE Corp. having become a mortgagee under the Settlement Mortgage and the LG&E Parties' Secured Agreements Mortgage by reason of the assignments contemplated in an Assignment and Assumption Agreement and Bill of Sale dated July 14, 1998), both of which mortgages include as collateral the real estate and improvements of Big Rivers covered by the Easement Agreement (the Settlement Mortgage and the LG&E Parties' Secured Agreements Mortgage being collectively referred to herein as the "**LG&E Mortgages**");

WHEREAS, virtually all assets of Big Rivers, including the real estate and improvements covered by the Easement Agreement, are encumbered by a certain Subordinated Mortgage and Security Agreement dated as of April 1, 2000, recorded in Mortgage Book 621, page 328, Office of the Henderson County Court Clerk, by Big Rivers in favor of the Subordinated Mortgage Mortgagees (hereinafter being referred to as the "**Subordinated Mortgage**"); and

WHEREAS, Big Rivers and the City have conditioned the effectiveness of the 2005 Amendments to Contracts upon receipt by the City of a satisfactory lien accommodation for the Easement Agreement from the RUS Mortgages Mortgagees, the LG&E Mortgagees and the Subordinated Mortgage Mortgagees;

NOW, THEREFORE, in consideration of the foregoing, Big Rivers, the RUS Mortgages Mortgagees, the LG&E Mortgagees, the Subordinated Mortgage Mortgagees and the City hereby agree as follows:

1. Partial Subordination of Rights of RUS Mortgages Mortgagees, LG&E Mortgagees and Subordinated Mortgage Mortgagees. Each of the RUS Mortgages Mortgagees, each of the LG&E Mortgagees, and each of the Subordinated Mortgage Mortgagees does hereby, for itself on a several basis, subordinate its mortgage lien and security interest under the RUS Mortgages, the LG&E Mortgages or the Subordinated Mortgage (as applicable) to the rights of access, easements of location and use, and easements of ingress and egress on, over and across, the land of Big Rivers granted to the City in the Easement Agreement. Except as provided in this Agreement, nothing in this Agreement shall (i) constitute a waiver of any rights which the RUS Mortgages Mortgagees, the LG&E Mortgagees or the Subordinated Mortgage Mortgagees have or may acquire as assignees of any of Big Rivers' rights and obligations in or with respect to Station Two under the Contracts (or any of them), (ii) be deemed to subordinate to the rights of, or share with any person or entity the rights of the RUS Mortgages Mortgagees, the LG&E Mortgagees or the Subordinated Mortgage Mortgagees to receive and retain payments arising from any of the payment obligations secured by the RUS Mortgages, the LG&E Mortgages, or the Subordinated Mortgage, as applicable, or (iii) prevent or restrict the right of any RUS Mortgage Mortgagee, any LG&E Mortgagee or any Subordinated Mortgage Mortgagee to exercise, in its sole discretion, any and all rights and remedies that it may have with respect to any collateral pledged or assigned to it pursuant to the RUS Mortgage, the LG&E Mortgages or the Subordinated Mortgage, respectively (including without limitation, the land that is the subject of the Easement Agreement), so long as the City's continuing

rights pursuant to the Easement Agreement are not disturbed or compromised as a result thereof. The City and Big Rivers agree not to amend, modify or supplement the Easement Agreement without the prior written consent of the Parties to this Agreement.

2. No Commitment to Finance any Obligations Incurred. This Agreement is given by the RUS Mortgages Mortgagees, the LG&E Mortgagees and the Subordinated Mortgage Mortgagees and accepted by the City on the express condition that the RUS Mortgages Mortgagees, the LG&E Mortgagees and the Subordinated Mortgage Mortgagees shall be under no obligation, as a consequence of the terms of this Agreement, to provide financing to Big Rivers or the City for any obligations or indemnities which Big Rivers or the City may incur under any of the Contracts or the Easement Agreement.

3. No Waiver or Consent by City. This Agreement shall not constitute a waiver by the City of any of its rights or interests under the Contracts and nothing in this Agreement shall constitute an acknowledgment or consent by the City to any pledge, transfer or assignment of any rights or interests under the Contracts by an other party thereto.

4. Consent to Easements. For purposes of the RUS Mortgages, each of the RUS Mortgages Mortgagees does hereby consent to the execution and recordation of the Easement Agreement. For purposes of the LG&E Mortgages, each of the LG&E Mortgagees does hereby consent to the execution and recordation of the Easement Agreement. For purposes of the Subordinated Mortgage, each of the Subordinated Mortgage Mortgagees does hereby consent to the execution and recordation of the Easement Agreement.

5. Amendments to Station Two Contracts. The RUS Mortgage Mortgagees (other than RUS), the LG&E Mortgagees and the Subordinated Mortgage Mortgagees acknowledge and agree

to be bound by the provisions of the Station Two Contracts contained in Section 401 of the 2005 Amendments to Contracts.

6. Successors and Assigns. This instrument shall be binding upon the parties hereto, and their respective successors and assigns.

7. Effective Date: Expiration. The effective date of this instrument is the date on which this instrument has been executed and delivered by all parties hereto. This Agreement shall expire without notice or other action on the part of any party immediately upon the expiration or termination of the Easement Agreement.

8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflict of law rules.

9. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements or understandings with respect to such subject matter.

IN WITNESS WHEREOF, each of the RUS Mortgages Mortgagees, the LG&E Mortgagees and the Subordinated Mortgage Mortgagees, Big Rivers and the City have caused this instrument to be duly executed in their behalf, all as of the date and year first written above.

UNITED STATES OF AMERICA,  
acting through the Administrator of the  
Rural Utilities Service

By: James M. Andrew  
Administrator

DATE: 4/21/06

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of APRIL,  
2006, by JAMES M. ANDREW, Administrator of the Rural Utilities  
Service, on behalf of the United States of America.

James F. Mothershed  
Notary Public JAMES F. MOTHERSHED  
My commission expires: March 14, 2010

AMBAC ASSURANCE CORPORATION

By: W. T. J.  
Its: FIRST VICE PRESIDENT

DATE: MARCH 16, 2006

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of March, 2006, by Michael Pappas, of Ambac Assurance Corporation, a Wisconsin domiciled stock insurance company, on behalf of such company.

Danielle Packer  
Notary Public

My commission expires: DANIELLE PACKER  
Notary Public, State of New York  
No. 31-4916660  
Qualified in New York County  
Commission Expires Dec. 28, 2009

NATIONAL RURAL UTILITIES  
COOPERATIVE FINANCE CORPORATION

By: Daniel Lyzinski  
Its: ASSISTANT SECRETARY TREASURER

DATE: 3/29/06

STATE OF VIRGINIA

COUNTY OF FAIRFAX

6 The foregoing instrument was acknowledged before me on this 29<sup>th</sup> day of March, 2006, by DANIEL LYZINSKI, of National Rural Cooperative Finance Corporation, a cooperative association, on behalf of such association.

Jorjanne Jones  
Notary Public JORJANNE JONES  
My commission expires: March 31, 2008

CREDIT SUISSE, acting by and through its New York Branch

By: [Signature]  
Its: Joseph Soave  
Director

By: [Signature]  
Its: MARK LENGEL  
DIRECTOR

DATE: 3/30/06

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of March, 2006, by Joseph Soave, Director and Mark Lengel, Director of Credit Suisse, acting by and through its New York branch, a banking corporation organized under the laws of Switzerland, acting by and through its New York Branch, on behalf of such banking corporation.

[Signature]  
Notary Public  
My commission expires: 12/30/06

*William J. Berg*  
Notary Public, State of New York  
No. 018E050123  
Qualified in Kings County  
Notary Public - State of New York

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity, but solely as the  
Series 2001A Trustee

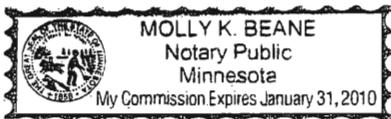
By: T.L. Cramer  
Its: Vice President

DATE: April 13, 2006

STATE OF MINNESOTA

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of April, 2006, by T.L. Cramer, on behalf of U.S. Bank National Association, as the Series 2001A Trustee under the Indenture of Trust dated as of August 1, 2001.



[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

PBR-1 STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as Trustee under the PBR-1 Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

PBR-2 STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip C. Stone, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as Trustee under the PBR-2 Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

PBR-3 STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as Trustee under the PBR-3 Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

FBR-1 STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as Trustee under the FBR-1 Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

FBR-2 STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as Trustee under the FBR-2 Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

PBR-1 OP STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as OP Trustee under the OP Trust Agreement

By: *[Signature]*  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as OP Trustee under the PBR-1 OP Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

*Susan P. McNally*  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

By: U.S. Bank National Association, not in its individual capacity, but solely as OP Trustee under the OP Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as OP Trustee under the PBR-2 OP Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

PBR-3 OP STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as OP Trustee under the OP Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as OP Trustee under the PBR-3 OP Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

FBR-1 OP STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as OP Trustee under the OP Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2006, by Philip G. Kane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as OP Trustee under the FBR-1 OP Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

FBR-2 OP STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as OP Trustee under the OP Trust Agreement

By: [Signature]  
Its: VICE PRESIDENT

DATE: MARCH 27, 2006

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2006, by Philip G. Lane, Jr. of U.S. Bank National Association (successor to State Street Bank and Trust Company of Connecticut, National Association), as OP Trustee under the FBR-2 OP Statutory Trust, a Connecticut statutory trust, on behalf of such trust.

[Signature: Susan P. McNally]  
Notary Public  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

**BLUEGRASS LEASING**

**By: HNB Investment Corp., as Partner**

By: James C. McCrea  
Its: Vice President

DATE: March 9, 2006

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me on this 8th day of March, 2006, by James C. McCrea, a Vice President of HNB Investment Corp., a Delaware corporation and a partner of Bluegrass Leasing, a New York general partnership, on behalf of such general partnership.

Daniel A. Colella

Notary Public

My commission expires: \_\_\_\_\_

**DARIEL A. COLELLA**  
**A Notary Public of Connecticut**  
**Commission Expires: September 30, 2007**

TRISAIL CAPITAL CORPORATION

By: [Signature]  
Its: VP-TA+

DATE: 4/26/06

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2006, by Lynne A. Regine of TriSail Capital Corporation (formerly named Fleet Real Estate, Inc.), a Rhode Island corporation, on behalf of such corporation.

[Signature]

Notary Public

My commission expires: 2-8-2009

AME INVESTMENTS, LLC

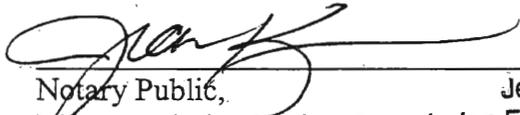
By: DBL  
Its: MANAGING DIRECTOR

DATE: 3/16/06

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 16th day of March, 2006, by David Nemschoff of AME Investments, LLC, a Delaware limited liability company, on behalf of such company.



Notary Public, Jean Kim  
My commission expires Commission Expires December 27, 2008  
Registration No. 02K16120624  
State of New York  
County of New York

COBANK, ACB

By: Jenny Probasco

Its: Assistant Corporate Secretary

DATE: 3-16-06

Colorado  
STATE OF ~~NEW YORK~~  
Arapahoe  
COUNTY OF ~~NEW YORK~~

6 The foregoing instrument acknowledged before me on this 16<sup>th</sup> day of March, 2006, by Jenny Probasco, of CoBank, a governmental sponsored enterprise, on behalf of such company.



Cynthia M. Alvarado  
Notary Public  
My commission expires: July 12, 2009

AME Asset Funding, LLC

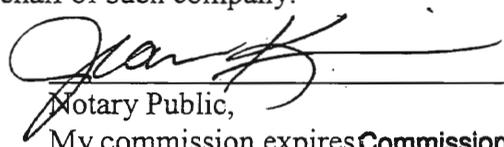
By: DIC  
Its: MANAGING DIRECTOR

DATE: 3/14/06

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 16th day of March, 2006, by David Nemschoff of AME Asset Funding, LLC, a Delaware limited liability company, on behalf of such company.



Notary Public,

Jean Kim

My commission expires Commission Expires December 27, 2008

Registration No. 02KI6120624

State of New York

County of New York

AMBAC CREDIT PRODUCTS, LLC

By: DBL  
Its: MANAGING DIRECTOR

DATE: 3/16/06

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me on this 16th day of March, 2006, by David Nemschoff of Ambac Credit Products, LLC, a Delaware limited liability company, on behalf of such company.

  
\_\_\_\_\_  
Notary Public

My commission expires: Commission Expires December 27, 2008  
Jean Kim  
Registration No. 02KI6120624  
State of New York  
County of New York

CITY OF HENDERSON, KENTUCKY

By: [Signature]  
Its: Mayor

DATE: July 8, 2005

Attest: Maree Collins  
Acting City Clerk

COMMONWEALTH OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was subscribed, sworn and acknowledged before me by Henry Laakey, Mayor, and attested by Maree Collins, City Clerk as the act and deed of the City of Henderson, Kentucky, and as their individual acts and deeds in Henderson County, Kentucky, on this 8<sup>th</sup> day of July, 2005.

Mary Sue Barr  
Notary Public  
My commission expires: 6-23-08

CITY OF HENDERSON, KENTUCKY, UTILITY COMMISSION

By: William L. Smith  
Its: Chairman

DATE: July 8, 2005

COMMONWEALTH OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2005, by ~~Jeff Garner~~ Wm. L. Smith, Chairman for the City of Henderson, Kentucky, City of Henderson Utility Commission, on behalf of such corporation.

Mary Sue Barr  
Notary Public  
My commission expires: 6-23-08

BIG RIVERS ELECTRIC CORPORATION

By: [Signature]  
Its: President and Chief Executive Officer

DATE: 4/27/06

COMMONWEALTH OF KENTUCKY

COUNTY OF HENDERSON

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2008/6,  
by Michael H. Core, President and Chief Executive Officer of Big Rivers Electric Corporation, a  
Kentucky rural electric cooperative, on behalf of such cooperative.

Paula Mitchell  
Notary Public  
My commission expires: 1-12-09

WESTERN KENTUCKY ENERGY CORP.

By: Ralph Bowling  
Its: Vice President

DATE: July 8, 2005

COMMONWEALTH OF KENTUCKY

Anderson  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2005, by Ralph Bowling, of Western Kentucky Energy Corp., a Kentucky corporation, on behalf of such corporation.

Mary Sue Lewis  
Notary Public  
My commission expires: 6-23-08

WKE STATION TWO INC.

By: Ralph Bowling  
Its: Vice President

DATE: July 8, 2005

COMMONWEALTH OF KENTUCKY

Harden  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2005, by Ralph Bowling, of WKE Station Two Inc., a Kentucky corporation, on behalf of such corporation.

May De Baur  
Notary Public  
My commission expires: 6-23-08

LG&E ENERGY MARKETING INC.

By: [Signature]  
Its: President

DATE: 4/1/05

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of April, 2005, by MARTYN GAIUS, of LG&E Energy Marketing, Inc., an Oklahoma corporation, on behalf of such corporation.

[Signature]  
Notary Public  
My commission expires: January 12, 2006

BOOK 936 PAGE 1063

WKE CORP.

By: Ralph Bowlin  
Its: Vice President

DATE: July 8, 2005

COMMONWEALTH OF KENTUCKY

Anderson  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2005, by Ralph Bowlin, of WKE Corp., a Kentucky corporation, on behalf of such corporation.

Mary Sue Bauer  
Notary Public  
My commission expires: 6-23-08

THIS INSTRUMENT PREPARED BY:

James M. Miller  
James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
P. O. Box 727, 100 St. Ann Street  
Owensboro, Kentucky 42302

## EXHIBIT A

- Mortgage, dated as of April 10, 1963, of record in Mortgage Book 131, page 127, in the office of the Henderson County, Kentucky Court Clerk.
- Supplemental Mortgage, dated as of July 25, 1963, of record in Mortgage Book 132, page 647, in the Office aforesaid.
- Supplemental Mortgage, dated as of July 25, 1964, of record in Mortgage Book 137, page 418, in the Office aforesaid.
- Supplemental Mortgage, dated as of August 6, 1965, of record in Mortgage Book 145, page 638, in the Office aforesaid.
- Supplemental Mortgage, dated as of January 4, 1966, of record in Mortgage Book 147, page 104, in the Office aforesaid.
- Supplemental Mortgage and Financing Statement, dated as of September 11, 1973, of record in Mortgage Book 178, page 397, in the Office aforesaid.
- Supplemental Mortgage and Financing Statement, dated as of November 9, 1973, of record in Mortgage Book 179, page 734, in the Office aforesaid.
- Supplemental Mortgage and Security Agreement, dated as of April 9, 1976, of record in Mortgage Book 194, page 88, in the Office aforesaid.
- Supplement to Supplemental Mortgage and Security Agreement, dated as of April 9, 1976, of record in Mortgage Book 194, page 131, in the Office aforesaid.
- Supplement to Supplemental Mortgage and Security Agreement, dated as of August 12, 1977, of record in Mortgage Book 209, page 423, in the Office aforesaid.
- Amendment to Supplement to Supplemental Mortgage and Security Agreement, dated as of August 30, 1977, of record in Mortgage Book 212, page 317, in the Office aforesaid.
- Supplement to Supplemental Mortgage and Security Agreement, dated as of November 17, 1980, of record in Mortgage Book 241, page 633, in the Office aforesaid.
- Amendment to Supplement to Supplemental Mortgage and Security Agreement, dated as of September 15, 1987, of record in Mortgage Book 334, page 571, in the Office aforesaid.
- Amendment to Supplement to Supplemental Mortgage and Security Agreement, dated as of February 1, 1988, of record in Mortgage Book 341, page 411, in the Office aforesaid.

Restated Mortgage and Security Agreement, dated as of March 30, 1988, of record in Mortgage Book 342, page 579, in the Office aforesaid.

Supplement, Dated as of October 1, 1995 to Restated Mortgage and Security Agreement, of record in Mortgage Book 489, page 124, Office aforesaid.

Restated Mortgage and Security Agreement, dated as of July 15, 1998, of record in Mortgage Book 559, page 1, in the Office aforesaid.

Supplemental Mortgage and Security Agreement dated as of April 1, 2000, of record in Mortgage Book 621, page 285, Office aforesaid.

Second Restated Mortgage and Security Agreement dated as of December 15, 2000, of record in Mortgage Book 647, page 125, Office aforesaid.

Third Restated Mortgage and Security Agreement dated as of August 1, 2001, of record in Mortgage Book 679, page 1, Office aforesaid.

First Amendment to Third Restated Mortgage and Security Agreement dated as of July 15, 2003, of record in Mortgage Book 812, page 599, Office aforesaid.

STATE OF KENTUCKY  
 COUNTY OF HENDERSON.....Sct.  
 I, Renny T. Matthews, Clerk of Henderson County, certify that the  
 foregoing **Agreement**  
 was this day at **4:41** o'clock **p.** M. lodged in my said office  
 for record and that I have recorded it, the foregoing and this  
 certificate in my said office.  
 Given under my hand this **28th** day **April** 20 **06**  
 Renny T. Matthews  
 By: Jennifer McCormick D.C.