



Your Touchstone Energy® Cooperative 

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

*In the Matter of:*

**ELECTRONIC APPLICATION OF )  
BIG RIVERS ELECTRIC CORPORATION )  
FOR A DECLARATORY ORDER OR AN )  
ORDER AUTHORIZING THE ISSUANCE )  
OF EVIDENCE OF INDEBTEDNESS )**

**Case No.  
2021-00026**

**APPLICATION**

**and**

**APPLICATION EXHIBITS**

**FILED: February 9, 2021**

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<b>BIG RIVERS ELECTRIC CORPORATION )</b>	<b>Case No.</b>
<b>FOR A DECLARATORY ORDER OR AN )</b>	<b>2021-00026</b>
<b>ORDER AUTHORIZING THE ISSUANCE )</b>	
<b>OF EVIDENCE OF INDEBTEDNESS )</b>	

**VERIFIED APPLICATION**

1. Big Rivers Electric Corporation (“*Big Rivers*”) submits this application (the “*Application*”) to the Public Service Commission (“*Commission*”) pursuant to KRS 278.300, 807 KAR 5:001 Sections, 12, 14, 18, and 19, and other applicable law, seeking an Order declaring certain evidences of indebtedness, specifically supplements to the Indenture dated as of July 1, 2009, between Big Rivers and U.S. Bank National Association, as Trustee (the “*Indenture*<sup>1</sup>”), which supplements Big Rivers will execute in connection with loans from the Federal Financing Bank (“*FFB*”) and guaranteed by the Rural Utilities Service of the U.S. Department of Agriculture (the “*RUS*”) (“*Pending Supplemental Indentures*”), do not require Commission approval, or in the alternative, an Order authorizing the issuance of these evidence of indebtedness.

2. In support of its Application, Big Rivers states as follows:

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<sup>1</sup> A copy of the Indenture is attached as Exhibit 7 to the *Application* of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness, P.S.C. Case No. 2009-00441.

*Introduction*

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3. Big Rivers is a rural electric generating and transmission cooperative corporation that was incorporated in the Commonwealth of Kentucky under KRS Chapter 279 on June 14, 1961, and attests that it is in good standing. Its mailing address is P.O. Box 24, Henderson, Kentucky, 42419-0024; its street address is 201 Third Street, Henderson, Kentucky 42420; and its electronic mail address is [regulatory@bigrivers.com](mailto:regulatory@bigrivers.com).

4. Big Rivers owns electric generation and transmission facilities, and purchases, transmits and sells electricity at wholesale. Big Rivers exists for the principal purpose of providing the wholesale electricity requirements of its three distribution cooperative members (the “*Members*”), which are: Jackson Purchase Energy Corporation, Kenergy Corp., and Meade County Rural Electric Cooperative Corporation. The Members in turn provide retail electric service to approximately 118,000 consumer/members located in 22 Western Kentucky counties: Ballard, Breckenridge, Caldwell, Carlisle, Crittenden, Daviess, Graves, Grayson, Hancock, Hardin, Henderson, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean, Meade, Muhlenberg, Ohio, Union and Webster.

5. Big Rivers intends to borrow RUS-guaranteed FFB loan funds to finance certain transmission and environmental projects contained in RUS-approved work plans: the 2016-2019 Transmission Construction Work Plan (“*CWP*”); the 2020-2023 Transmission CWP; and the 2020-2023 Generation CWP.

1                    **The Pending Supplemental Indentures Are Subject to the KRS**  
2                    **278.300(10) Exclusion**

3            6.        As both RUS and FFB are agencies of the federal government, the  
4 related loan contracts, promissory notes, and reimbursement notes (described fully  
5 below) are subject to the exclusion provision contained in KRS 278.300(10) and not  
6 subject to the jurisdiction of the Commission.<sup>2</sup>

7            7.        Further, the Pending Supplemental Indentures are subject to the KRS  
8 278.300(10) exclusion as well, as the proposed supplements will be issued solely in  
9 connection with RUS-guaranteed FFB loans

10                    **Summary of the Loan Transactions**

11            8.        Big Rivers has obtained approval and commitment for two RUS-  
12 guaranteed FFB loans, the proceeds of which will be used to finance projects  
13 contained within its RUS-approved 2016-2019 Transmission CWP and 2020-2023  
14 Transmission CWP, excluding the projects included in the Big Rivers' applications  
15 in Case Nos. 2019-00270 and 2019-00417. Big Rivers has also applied or is applying  
16 to RUS for an RUS-guaranteed FFB loan to finance the projects that were the  
17 subject of Case Nos. 2019-00270 and 2019-00417, and an RUS-guaranteed loan to  
18 finance the projects contained within its RUS-approved 2020-2023 Generation  
19 CWP.

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<sup>2</sup> *In the Matter of: Application of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness*, P.S.C. Case No. 2017-00281, Order (Sept. 18, 2017); *see also In the Matter of: Application of Henderson Union Electric Cooperative Corporation for Authorization to Borrow \$3,345,000 From National Rural Utilities Cooperative Finance Corporation and to Issue Its Evidences of Indebtedness Therefor and For Certificate of Convenience and Necessity*, P.S.C. Case No 97-401, Order (Mar. 30, 1998).

1           9.     **The RUS-FFB Y8 Loan (the “Y8 Loan”)**: The Y8 Loan is for the  
2 long-term financing of transmission projects that Big Rivers has or will construct  
3 pursuant to its RUS-approved 2016-2019 Transmission CWP, as extensions of its  
4 system in the ordinary course of business.

5           10.    **The RUS-FFB Z8 Loan (the “Z8 Loan”)**: The Z8 Loan is for the  
6 long-term financing of transmission projects that Big Rivers has or will construct as  
7 extensions of its system in the ordinary course of business. These RUS-approved  
8 transmission projects are contained in Big Rivers’ 2020-2023 Transmission CWP,  
9 but do not include the projects that were the subject of Case Nos. 2019-00270 and  
10 2019-00435.

11          11.    Evidences of Indebtedness to be issued in connection with the Y8 Loan  
12 and Z8 Loan include:

13          a.     **The Eleventh Supplemental and Amendatory Indenture**: The  
14 Eleventh Supplemental Indenture has not been finalized yet.  
15 However, a representative form is attached to this Application as  
16 Exhibit 1. This supplemental indenture includes a RUS approved  
17 amendment to Section 13.8 of the Indenture, which is a common  
18 amendment reducing slightly the insurance requirements to match  
19 current market conditions. Big Rivers is unaware of any additional  
20 amendments that are anticipated for the Pending Supplemental  
21 Indentures. A redline copy of Section 13.8 of the Indenture, tracking  
22 the changes is attached to this Application as Exhibit 2. Additionally,

1 a redline copy of Big Rivers' Eighth Supplemental and Amendatory  
2 Indenture, tracking the changes in the pending Eleventh  
3 Supplemental and Amendatory Indenture, is attached to the  
4 Application as Exhibit 3 and illustrates the minor RUS approved  
5 revisions.

6 b. **The Second Amended and Restated Consolidated Loan**  
7 **Contract between Big Rivers and the United States of America:**

8 This contract will be substantially similar to Big Rivers' existing First  
9 Amended and Restated Consolidated Loan Contract (the "*2017 RUS*  
10 *Loan Contract*")<sup>3</sup> as amended to recognize and authorize the Y8 Loan  
11 and the Z8 Loan.

12 c. **The Promissory and Reimbursement Notes:** The Eleventh  
13 Supplemental Indenture will secure, under the Indenture (i) the  
14 Future Advance Promissory Note-Y8 (the "*Y8 FFB Note*") to be issued  
15 to the FFB in the amount of \$37,719,000, and the Reimbursement  
16 Note-Y8 (the "*Y8 Reimbursement Note*") to be issued to the RUS in the  
17 same amount; and (ii) the Future Advance Promissory Note-Z8 (the  
18 "*Z8 FFB Note*") to be issued to the FFB in the amount of \$39,050,000,  
19 and the Reimbursement Note-Z8 (the "*Z8 Reimbursement Note*") to be  
20 issued to the RUS in the same amount. The promissory notes and

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<sup>3</sup> See *In the Matter of: The Application of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness*, P.S.C. Case No. 2017-00281, Application (July 21, 2017) for a discussion of the 2017 RUS Loan Contract, which was closed on January 2, 2018.

1 reimbursement notes will be substantially similar to the notes issued  
2 pursuant to the 2017 RUS Loan Contract.<sup>4</sup>

3 12. The terms of both loans have not been finalized; however Big Rivers  
4 requested amortizing the Y8 and Z8 loans for up to 20 years. The interest rate  
5 applied will be the RUS standard rate available at the time of funding. The  
6 current RUS standard rate for a 20-year amortizing loan is 1.49%.

7 13. **The RUS-FFB AA8 Loan (the “AA8 Loan”)**: Big Rivers anticipates  
8 receiving the RUS commitment to long-term financing of the costs of two new  
9 transmission lines and other transmission system additions and improvements that  
10 were the subject of Case Nos. 2019-00270 and 2019-00419 and that are contained in  
11 the RUS-approved 2020-2023 Transmission CWP and 2016-2019 Transmission  
12 CWP, as amended. The projects are needed to strengthen the Big Rivers  
13 transmission system and enable it to provide Meade County RECC with adequate  
14 voltage levels and acceptable facility loadings in light of projected load growth in  
15 the Meade County area, including growth from the new Nucor Corporation  
16 (“Nucor”) steel mill currently under construction in Bradenburg, Kentucky. The  
17 projects are being constructed pursuant to certificates of public convenience and  
18 necessity (“CPCNs”) granted by the Commission in Case No. 2019-00270 and Case  
19 No. 2019-00417.

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<sup>4</sup> See *In the Matter of: The Application of Big Rivers Electric Corporation For Approval to Issue Evidences of Indebtedness*, Application, P.S.C. Case No. 2017-00281, Application (July 21, 2017) for a discussion of the notes issued.

1           14.    In Connection with the AA8 Loan, Big Rivers plans to issue its Twelfth  
2 Supplement Indenture,<sup>5</sup> which will secure, under the Indenture the Future  
3 Advance Promissory Note AA8 to be issued to the FFB in an amount estimated to  
4 be \$59,400,000, and the Reimbursement Note-AA8 to be issued to the RUS in the  
5 same amount.

6           15.    The terms of the AA8 Loan have not been finalized; however Big  
7 Rivers requested amortizing the loan for up to 20 years. The interest rate applied  
8 will be the RUS standard rate available at the time of funding.

9           16.    **The RUS-FFB AB8 Loan(s) (the “AB8 Loan(s)”**<sup>6</sup>: Big Rivers  
10 anticipates receiving the RUS approval and commitment for loan(s) financing the  
11 costs of certain environmental projects, which will be constructed pursuant to its  
12 2020-2023 Generation CWP, including moving the existing scrubber from Big  
13 Rivers’ Coleman Station to its Wilson Station, constructing dewatering and  
14 wastewater treatment facilities for the scrubber, closing the Coleman, Green, and  
15 Station Two ash ponds, installing a final cover for Phase 1 of the Wilson landfill,  
16 constructing a perimeter drainage system at the Green landfill, and related  
17 projects . The Commission approved including these projects in Big Rivers’ 2020  
18 Environmental Compliance Plan, and granted CPCNs for the projects requiring  
19 CPCNs, in Case No. 2019-00435.<sup>7</sup>

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<sup>5</sup> Big Rivers does not anticipate the Twelfth Supplemental Indenture will be amendatory.

<sup>6</sup> Big Rivers believes that there may be multiple loans in connection with the subject environmental projects contained in its 2020-2023 Generation CWP. It is not uncommon for RUS to grant partial approval of requested funds during the application process.

<sup>7</sup> See *In the Matter of: Electronic Application of Big Rivers Electric Corporation for Approval of Its 2020 Environmental Compliance Plan, Authority to Recover Costs through a Revised*



1           17.    In connection with the AB8 Loan(s), Big Rivers and RUS will issue  
2    loan agreement(s), promissory and reimbursement notes, and supplement(s) to the  
3    Indenture<sup>8</sup>. The supplement(s) will secure under the Indenture the Future  
4    Advance Promissory Note(s) to be issued to the FFB in the total estimated amount  
5    of \$191,690.000, and the Reimbursement Note(s) to be issued to the RUS in the  
6    same total amount.

7           18.    The terms of the AB8 Loan(s) have not been finalized; however Big  
8    Rivers will request amortizing the loan(s) for up to 20 years. The interest rate  
9    applied will be the RUS standard rate available at the time of funding.

10                                   **Requests for Relief**

11           19.    The Commission is very familiar with the Indenture, having approved  
12    each prior supplemental indenture. These approvals were necessary because the  
13    prior loan transactions involved secured private placement debt<sup>9</sup> as well as RUS-  
14    supervised loans.

15           20.    Unlike the prior supplemental indentures, the Pending Supplemental  
16    Indentures will be issued solely in connection with RUS-supervised loans.

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*Environmental Surcharge and Tariff, the Issuance of a Certificate of Public Convenience and Necessity for Certain Projects, and Appropriate Accounting and other Relief, P.S.C. Case No. 2019-00435, Order (Aug. 6, 2020).*

<sup>8</sup> Big Rivers does not anticipate these supplement(s) to the Indenture will be amendatory.

<sup>9</sup> Case No. 2009-00441 (the 1<sup>st</sup> Supplemental Indenture); Case No. 2012-00119 (the 2<sup>nd</sup> and 3<sup>rd</sup> Supplemental Indentures); Case No. 2012-00492 (the 4<sup>th</sup> Supplemental Indenture) (May 25, 2012 and March 26, 2013); Case No. 2014-00423 (the 5<sup>th</sup> Supplemental Indenture); Case No. 2017-00243 (the 6<sup>th</sup> Supplemental and Amendatory Indenture); Case No. 2017-00281 (the 7<sup>th</sup> and 8<sup>th</sup> Supplement Indentures); Case No. 2020-00129, (the 9<sup>th</sup> Supplemental Indenture); Case No. 2020-00291 (the 10<sup>th</sup> Supplemental Indenture).

1 21. Big Rivers respectfully requests an Order finding that the Pending  
2 Supplemental Indentures are subject to the exclusion under KRS 278.300(10) and  
3 declaring that these future evidences of indebtedness do not require Commission  
4 approval.

5 22. If the Commission finds that Pending Supplemental Indentures are  
6 subject to its jurisdiction, then Big Rivers requests in the alternative that the  
7 Commission grant Big Rivers the authority to issue the Pending Supplemental  
8 Indentures pursuant to KRS 278.300 and 807 KAR 5:001 Sections 12 and 18, and  
9 related sections.

### 10 ***Filing Requirements***

11 23. A table of each statutory and regulatory requirement for this filing,  
12 cross-referenced to the location in this Application where that requirement is  
13 satisfied, is attached hereto as Exhibit 4.

14 24. A general description of Big Rivers' property and the field of its  
15 operation, together with a statement of the original cost of the same and the cost to  
16 Big Rivers are attached hereto as Exhibit 5.

17 25. Big Rivers will issue no stock or bonds in connection with the issuances  
18 of indebtedness described in this Application.

19 26. No property is to be acquired. Because the transmission and  
20 environmental projects are being financed pursuant to RUS-supervised loans that are  
21 not subject to Commission approval, Big Rivers believes it is not required to provide  
22 the detail on the projects otherwise required by 807 KAR 5:001 Section 18(1)(e); 807  
23 KAR 5:001 Section 18(1)(f), or 807 KAR 5:001 Section 18(2)(c). To the extent the

1 Commission finds that the requirements of that regulation do apply to this Application,  
2 Big Rivers requests a deviation from those requirements pursuant to 807 KAR 5:001  
3 Section 22.

4 27. Big Rivers will use the proceeds to reimburse its general funds for  
5 previously incurred costs for these projects and/or pay down any draws on its existing  
6 revolving credit facility that Big Rivers may make in the future to temporarily fund the  
7 construction projects. Currently, no loans have been issued under Big Rivers' revolving  
8 credit facility to finance the projects. However, Big Rivers may utilize the credit  
9 available under its 2020 Revolving Credit Agreement<sup>10</sup> to act as a temporary bridge  
10 loan until Big Rivers obtains RUS financing.

11 28. A financial exhibit is attached hereto as Exhibit 6.

12 29. All legal costs for counsel and recording fees in connection with  
13 negotiating and recording the Pending Supplemental Indentures will be deferred  
14 and amortized over the life of the new debts.

15 **Timeline**

16 30. As stated above, Big Rivers has received RUS approvals and  
17 commitments in connection with the RUS-FFB Y8 Loan and the RUS-FFB Z8  
18 Loan. The Second Amended and Restated Consolidated Loan Contract, the  
19 Eleventh Supplemental Indenture, and form notes have been drafted.

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<sup>10</sup> See *In the Matter of: Electronic Application of Big Rivers' Electric Corporation for Approval to Issue Evidences of Indebtedness*, P.S.C. Case No. 2020-00129, Order (Ky. P.S.C. May 8, 2020) (approving Big Rivers' 2020 Revolving Credit Agreement).

1           31.    The closing date for issuance by Big Rivers of these evidences of  
2 indebtedness in connection with the RUS-FFB Y8 Loan and the RUS-FFB Z8 Loan  
3 proposed in this Application will be set following receipt by Big Rivers of the order  
4 from the Commission requested herein and satisfaction of the conditions to the  
5 closings imposed by those evidences of indebtedness.

6           32.    Because the loans themselves are clearly not subject to the  
7 Commission's jurisdiction, and because the supplemental Indentures are  
8 straightforward and similar to the supplemental indentures the Commission has  
9 reviewed and approved in the past, Big Rivers respectfully requests an order no  
10 later than April 10, 2021, which is sixty days after the filing date of the Application.

11           WHEREFORE, Big Rivers respectfully requests that the Commission issue  
12 an order granting it the relief requested in this Application, and all other relief to  
13 which it may be entitled.

1 On this 9th day of February, 2021.

2 Respectfully submitted,

3  
4 */s/ Tyson Kamuf*

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6 \_\_\_\_\_  
7 Tyson Kamuf  
8 Senthia Santana  
9 Gregory Mayes, Jr.  
10 Big Rivers Electric Corporation  
11 201 Third Street  
12 P.O. Box 24  
13 Henderson, Kentucky 42419-0024  
14 Phone: (270) 827-2561  
15 Facsimile: (270) 844-6417  
16 [tyson.kamuf@bigrivers.com](mailto:tyson.kamuf@bigrivers.com)  
17 [senthia.santana@bigrivers.com](mailto:senthia.santana@bigrivers.com)  
18 [gregory.mayes@bigrivers.com](mailto:gregory.mayes@bigrivers.com)

19 *Counsel for Big Rivers Electric Corporation*

20

VERIFICATION

I, Paul G. Smith, Chief Financial Officer of Big Rivers Electric Corporation, pursuant to KRS 278.300(2) and 807 KAR 5:001 Section 19(6), hereby state that I have read the foregoing Application, including the exhibits thereto, and that the statements contained therein are true and correct to the best of my knowledge, information, and belief, on this the 8<sup>th</sup> day of February, 2021.

*Paul Smith*

\_\_\_\_\_  
Paul G. Smith  
Chief Financial Officer  
Big Rivers Electric Corporation

COMMONWEALTH OF KENTUCKY )  
COUNTY OF HENDERSON )

The foregoing verification statement was SUBSCRIBED AND SWORN to before me by Paul G. Smith, as Chief Financial Officer of Big Rivers Electric Corporation, on this the 8<sup>th</sup> day of February, 2021.

*Joy P. Parsley*

\_\_\_\_\_  
Notary Public, Ky. State at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

Notary Public, Kentucky State-At-Large  
My Commission Expires: July 10, 2022  
ID: 604480

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**ELEVENTH SUPPLEMENTAL AND AMENDATORY INDENTURE**  
(to that certain Indenture dated as of July 1, 2009)  
dated as of [\_\_\_\_\_], 2021

Relating to the Additional Obligations issued to Federal Financing Bank  
and Rural Utilities Service in connection with  
the Y8 A Loan and the Z8 Loan,  
Authorized by this Eleventh Supplemental and Amendatory Indenture

**BIG RIVERS ELECTRIC CORPORATION**

to

**U.S. BANK NATIONAL ASSOCIATION,  
TRUSTEE**

**FIRST MORTGAGE OBLIGATIONS**

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- **THIS INSTRUMENT IS A MORTGAGE.**
- **THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.**
- **BIG RIVERS ELECTRIC CORPORATION IS A TRANSMITTING UTILITY.**
- **THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY, FIXTURES AND PROCEEDS.**
- **FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.**
- **THE MAXIMUM ADDITIONAL INDEBTEDNESS WHICH MAY BE SECURED HEREUNDER IS \$3,000,000,000.**
- **THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 2 THROUGH 4.**
- **THE ADDRESSES AND THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 1, S-1 AND S-2.**

**THIS INDENTURE WAS PREPARED BY MICHAEL A. FIORELLA OF SULLIVAN MOUNTJOY, PSC, 100 ST. ANN STREET, OWENSBORO, KENTUCKY 42303, ATTORNEY FOR BIG RIVERS ELECTRIC CORPORATION.**

Signed: \_\_\_\_\_

**THIS ELEVENTH SUPPLEMENTAL AND AMENDATORY INDENTURE**, dated as of [\_\_\_\_], 2021 (this “Eleventh Supplemental Indenture”), is between **BIG RIVERS ELECTRIC CORPORATION**, a cooperative corporation organized under the laws of the Commonwealth of Kentucky, as Grantor (hereinafter called the “Company”), whose post office address is 201 Third Street, Henderson, Kentucky 42420, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (in such capacity, the “Trustee”), whose post office address is 225 Asylum Street, Hartford, Connecticut 06103;

**WHEREAS**, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of July 1, 2009 (the “Original Indenture”, as heretofore, hereby and hereafter supplemented and amended being sometimes referred to as the “Indenture”), for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of the Indenture) by the Trustee from time to time under the Indenture. The Original Indenture is filed of record as shown on Exhibit A hereto;

**WHEREAS**, the Company has heretofore executed and delivered to the United States of America (the “Government”), acting by and through the Administrator of the Rural Utilities Service (“RUS”), that certain First Amended and Restated Consolidated Loan Contract, dated as of January 2, 2018, and the Company is entering into that certain Second Amended and Restated Consolidated Loan Contract (the “Loan Contract”) with the RUS which, among other things, provides the terms and conditions of a loan from the Federal Financing Bank (“FFB”) in a principal amount of Thirty-Seven Million Seven Hundred Nineteen Thousand Dollars (\$37,719,000) (the “Y8 A Loan”) and a loan from FFB in a principal amount of Thirty-Nine Million Fifty Thousand Dollars (\$39,050,000) (the “Z8 Loan” and, together with the Y8 A Loan, the “FFB Loans”);

**WHEREAS**, the Company’s obligation to repay the FFB Loans will be evidenced by Promissory Notes, dated the date set forth in Section 1.02 hereof;

**WHEREAS**, the RUS has committed upon specified terms and conditions to guarantee the repayment of the FFB Loans;

**WHEREAS**, the Company will be obligated to reimburse RUS for any payments made to FFB on behalf of the Company in connection with the FFB Loans;

**WHEREAS**, the Company’s obligation to reimburse RUS for any payments under its guarantees to FFB will be evidenced by Reimbursement Notes, dated the date set forth in Section 1.02 hereof and issued pursuant Section 4.7 of the Indenture and which for purposes of the Indenture shall constitute Credit Enhancement Obligations;

**WHEREAS**, in respect of the Y8 A Loan, the Board of Directors of the Company has authorized two Additional Obligations, one of which is to be designated as the Future Advance Promissory Note Y8 A (the “Y8 A FFB Note”), and one of which is to be designated as the Reimbursement Note Y8 A (the “Y8 A Reimbursement Note” and collectively with the Y8 A FFB Note, the “Y8 A Notes”), respectively, each to be dated the applicable date set forth in Section 1.02 hereof and to be due on the applicable date set forth in Section 1.02 hereof, and the Company



has complied or will comply with all provisions required to issue Additional Obligations provided for in the Indenture;

**WHEREAS**, in respect of the Z8 Loan, the Board of Directors of the Company has authorized two Additional Obligations, one of which is to be designated as the Future Advance Promissory Note Z8 (the “Z8 FFB Note”), and one of which is to be designated as the Reimbursement Note Z8 (the “Z8 Reimbursement Note” and collectively with the Z8 FFB Note, the “Z8 Notes”), respectively, each to be dated the applicable date set forth in Section 1.02 hereof and to be due on the applicable date set forth in Section 1.02 hereof, and the Company has complied or will comply with all provisions required to issue Additional Obligations provided for in the Indenture;

**WHEREAS**, the Company desires to execute and deliver this Eleventh Supplemental Indenture, in accordance with the provisions of the Indenture, for the purpose of providing for the creation and designation of the Y8 A Notes and the Z8 Notes as Additional Obligations and specifying the form and provisions of the Y8 A Notes and the Z8 Notes;

**WHEREAS**, Section 12.1 of the Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.1;

**WHEREAS**, the Board of Directors of the Company has determined that it is in the best interests of the Company to make certain amendments to the Indenture as provided herein;

**WHEREAS**, Section 12.2 of the Indenture provides that, with the consent of the Holders of not less than a majority in principal amount of the Obligations of all series then Outstanding affected by such Supplemental Indenture, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.2;

**WHEREAS**, this Eleventh Supplemental Indenture is permitted pursuant to the provisions of Sections 12.1 C and 12.2 of the Indenture; and

**WHEREAS**, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure the payment of the principal of and interest on the Y8 A Notes and the Z8 Notes, to make the Y8 A Notes and the Z8 Notes issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Indenture a valid and binding lien for the security of the Y8 A Notes and the Z8 Notes, in accordance with their terms, have been done and taken; and the execution and delivery of this Eleventh Supplemental Indenture has been in all respects duly authorized;

**NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL INDENTURE WITNESSES**, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the Y8 A Notes and the Z8 Notes, to confirm the lien of the Indenture upon the Trust Estate, including property purchased,

constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the Y8 A Notes and the Z8 Notes are secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to (and does create a security interest in favor of) the Trustee, in trust with power of sale, all property, rights, privileges and franchises of the Company (except any Excepted Property) of the character described in the Granting Clauses of the Indenture, whether now owned or hereafter acquired, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture subject to all exceptions, reservations and matters of the character therein or herein referred to, and subject in all cases to Sections 5.2 and 11.2 B of the Indenture and to the rights of the Company under the Indenture, including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as “Excepted Property” in the Indenture to the extent contemplated thereby.

**PROVIDED, HOWEVER,** that if, upon the occurrence of an Event of Default under the Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of “Excepted Property” in the Indenture owned on the date of execution of the Original Indenture or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J and L of “Excepted Property” in the Indenture, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Indenture, subject to the lien of the Indenture any Excepted Property, whereupon the same shall cease to be Excepted Property.

**TO HAVE AND TO HOLD** all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed (or in which a security interest is granted) as aforesaid, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

**SUBJECT, HOWEVER,** to (i) Permitted Exceptions and (ii) to the extent permitted by Section 13.6 of the Indenture as to property hereafter acquired (a) any duly recorded or perfected Prior Lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

**BUT IN TRUST, NEVERTHELESS,** with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any Outstanding Secured Obligation over any other Outstanding Secured Obligation and for the enforcement of the payment of Outstanding Secured Obligations in accordance with their terms.

**UPON CONDITION** that, until the happening of an Event of Default under the Indenture and subject to the provisions of Article V of the Indenture, and not in limitation of the rights elsewhere provided in the Indenture, including the rights set forth in Article V of the Indenture, the Company shall have the right to (i) possess, use, manage, operate and enjoy the Trust Estate (other than cash and securities constituting part of the Trust Estate that are deposited with the Trustee), (ii) explore for, gather, cut, mine and produce crops, timber, coal, ore, gas, oil, minerals or other natural resources and products, and to use, consume and dispose of any thereof, and (iii) collect, receive, use, make payments from, transfer, invest, otherwise utilize or employ amounts constituting or derived from the rents, issues, tolls, earnings, profits, revenues, products and proceeds from the Trust Estate or the operation of the property constituting part of the Trust Estate.

Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants therein and herein contained in a timely manner, then the Indenture shall be canceled and surrendered.

**AND IT IS HEREBY COVENANTED AND DECLARED** that the Y8 A Notes and the Z8 Notes are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

## **ARTICLE I**

### **THE Y8 A NOTES AND THE Z8 NOTES AND CERTAIN PROVISIONS RELATING THERETO**

#### **SECTION 1.01. Definitions.**

All words and phrases defined in Article I of the Indenture shall have the same meaning in this Eleventh Supplemental Indenture, including any exhibit hereto, except as otherwise appears herein or unless the context clearly requires otherwise.

**SECTION 1.02. Authorization and Terms of the Y8 A Notes and the Z8 Notes.**

There shall be established a series of Additional Obligations known as and entitled the “Future Advance Promissory Note Y8 A”, a series of Additional Obligations known as and entitled the “Reimbursement Note Y8 A”, a series of Additional Obligations known as and entitled the “Future Advance Promissory Note Z8” and a series of Additional Obligations known as and entitled the “Reimbursement Note Z8”, the form, terms and conditions of which shall be substantially as set forth in this Section 1.02 and in Section 1.03 hereof.

The aggregate principal amount of the Y8 A FFB Note which may be authenticated and delivered is Thirty-Seven Million Seven Hundred Nineteen Thousand Dollars (\$37,719,000).

The aggregate principal amount of the Y8 A Reimbursement Note which may be authenticated and delivered is Thirty-Seven Million Seven Hundred Nineteen Thousand Dollars (\$37,719,000).

The aggregate principal amount of the Z8 FFB Note which may be authenticated and delivered is Thirty-Nine Million Fifty Thousand Dollars (\$39,050,000).

The aggregate principal amount of the Z8 Reimbursement Note which may be authenticated and delivered is Thirty-Nine Million Fifty Thousand Dollars (\$39,050,000).

The Y8 A FFB Note and the Z8 FFB Note shall be authenticated and delivered pursuant to Section [4.] of the Indenture. When the Y8 A FFB Note and the Z8 FFB Note are duly executed and issued by the Company, authenticated and delivered by the Trustee and purchased by FFB, the Y8 A FFB Note and the Z8 FFB Note will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.

All payments on the Y8 A FFB Note shall be made to FFB as described in the Y8 A FFB Note in lawful money of the United States which shall be immediately available on the date payment is due. All payments on the Z8 FFB Note shall be made to FFB as described in the Z8 FFB Note in lawful money of the United States which shall be immediately available on the date payment is due.

The Y8 A Reimbursement Note and the Z8 Reimbursement Note shall be authenticated and delivered as Credit Enhancement Obligations pursuant to Section 4.7 of the Indenture. If the Y8 A Reimbursement Note and the Z8 Reimbursement Note are duly executed and issued by the Company, and authenticated and delivered by the Trustee, then all amounts paid by the Government from time to time pursuant to those certain guarantees by RUS made by RUS to FFB of amounts payable to FFB under the Y8 A FFB Note and the Z8 FFB Note, as applicable, will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations. The Y8 A Reimbursement Note and the Z8 Reimbursement Note shall be considered Credit Enhancement Obligations, as defined in Section 4.7 of the Indenture, and shall be subject to the provisions of such Section 4.7 as if fully set forth therein. RUS is hereby designated under the Indenture as the Credit Enhancer in connection with the Y8 A FFB Note and the Z8 FFB Note.

All payments on the Y8 A Reimbursement Note shall be made to the RUS as described in

the Y8 A Reimbursement Note in lawful money of the United States which shall be immediately available on the date payment is due. All payments on the Z8 Reimbursement Note shall be made to the RUS as described in the Z8 Reimbursement Note in lawful money of the United States which shall be immediately available on the date payment is due.

The Y8 A Notes shall be dated as of their date of execution and delivery, shall be due on the date set forth therein, and shall bear interest at the rate determined as set forth therein. The Y8 A Notes may be subject to optional prepayment as more fully set forth in such Y8 A Notes.

The Z8 Notes shall be dated as of their date of execution and delivery, shall be due on the date set forth therein, and shall bear interest at the rate determined as set forth therein. The Z8 Notes may be subject to optional prepayment as more fully set forth in such Z8 Notes.

**SECTION 1.03. Form of the Y8 A Notes and the Z8 Notes.**

The Y8 A Notes and the Z8 Notes shall be promissory notes substantially in the forms authorized by Board Resolution and attached to the Officers' Certificate, pursuant to Section 2.1 of the Indenture, and the Trustee's authentication certificate to be executed on the Y8 A Notes and the Z8 Notes shall be in the form set forth in Section 2.2 of the Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Indenture. The terms and conditions of the Y8 A Notes and the Z8 Notes are by this reference incorporated herein.

**SECTION 1.04. Use of Proceeds.**

The Company shall use the proceeds of the loans evidenced by the Y8 A Notes and the Z8 Notes to finance certain additions and improvements to the System.

**ARTICLE II**

**AMENDMENTS TO INDENTURE TO BE EFFECTIVE UPON CONSENT OF NOT  
LESS THAN A MAJORITY IN PRINCIPAL AMOUNT  
OF THE OBLIGATIONS OF ALL SERIES THEN OUTSTANDING**

**SECTION 2.01. Amendment of Section 13.8.**

Upon the effective date of the amendments set forth in this Article II, Section 13.8 of the Indenture shall be amended to read as follows:

“The Company will at all times keep all its property of an insurable nature and of the character usually insured by companies operating similar properties, insured in amounts customarily carried, and against loss or damage from such causes as are customarily insured against, by similar companies. All such insurance shall be effected with responsible insurance carriers.

All policies or other contracts for such insurance upon any part of the Trust Estate shall (a) provide that the proceeds of such insurance (except, in the case of

any particular casualty resulting in damage or destruction, proceeds of such insurance not exceeding \$10,000,000 in the aggregate) shall be payable, subject to the requirements of any Prior Lien, to the Trustee as its interest may appear (by means of a standard mortgagee clause or other similar clause acceptable to the Trustee, without contribution); and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for the benefit of the Trustee for at least thirty (30) days (or such shorter time period acceptable to the Trustee) after written notice to the Trustee of cancellation; except in each case with respect to any part of the Trust Estate subject to any ownership contract relating to property owned in common or jointly with the Company or any contract providing for the engineering, procurement or construction of generation or related facilities (including electric transmission and fuel supply facilities) pursuant to which the proceeds of insurance shall be payable to a third party or to the Company.

As soon as practicable after the execution of this Indenture, and within ninety (90) days after the close of each calendar year thereafter, and at any time upon the request of the Trustee, the Company will file with the Trustee an Officers' Certificate stating that the Company is in compliance with the insurance requirements of this Section 13.8, and the Trustee may conclusively rely on such Certificate.

Any appraisal or adjustment or any loss or damage of or to any part of the Trust Estate and any settlement in respect thereof which may be agreed upon between the Company and any insurer, as evidenced by an Officers' Certificate, shall be accepted by the Trustee.

All proceeds of insurance received by the Trustee shall be held and paid over or applied by the Trustee as provided in Article VI.

With respect to all proceeds of any insurance on any part of the Trust Estate not payable to the Trustee or the trustee, mortgagee or other holder of a Prior Lien, the Company shall apply such proceeds, or shall cause any third party in receipt of such proceeds to apply all such proceeds, to the repair, rebuilding or replacement of the property destroyed or damaged or shall deposit such proceeds, or cause any third party in receipt of such proceeds to deposit all such proceeds, with the Trustee to be held and paid over or applied by it as provided in Article VI."

**SECTION 2.02. Effective Date of Amendments to the Original Indenture Contained in this Article II.**

The amendments to the Indenture contained in this Article II shall be effective upon receipt by the Trustee of the consents, certificates, opinions and other documents required under Sections 1.6, 12.2 and 12.3 of the Indenture.

## **ARTICLE III**

### **MISCELLANEOUS**

#### **SECTION 3.01. Supplemental Indenture.**

This Eleventh Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Indenture, as hereby supplemented, is hereby confirmed. All of the provisions, terms, covenants and conditions of the Indenture shall be applicable to the Y8 A Notes and the Z8 Notes to the same extent as if specifically set forth herein except to the extent any such provisions, terms, covenants and conditions are covered or addressed by the express terms of this Eleventh Supplemental Indenture, in which case this Eleventh Supplemental Indenture shall apply.

#### **SECTION 3.02. Recitals.**

All recitals in this Eleventh Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full. The Trustee will not be responsible for and makes no representation as to the validity or adequacy of this Eleventh Supplemental Indenture, the Y8 A Notes or the Z8 Notes (other than its certificate of authentication); it shall not be accountable for the Company's use of the proceeds from the Y8 A Notes or the Z8 Notes; and it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee. The Trustee is not a party to the Loan Contract, and it will not be responsible for or charged with knowledge of any terms of the Loan Contract.

#### **SECTION 3.03. Successors and Assigns.**

Whenever in this Eleventh Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Eleventh Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

#### **SECTION 3.04. No Rights, Remedies, Etc.**

Nothing in this Eleventh Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this Eleventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eleventh Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

**SECTION 3.05. Effective Date.**

This Eleventh Supplemental Indenture, other than the provisions of Article II, shall be effective upon the receipt by the Trustee of the certificates, opinions and other documents required under Sections 1.6, 12.1 and 12.3 of the Indenture which may be evidenced by the Trustee's authentication of any Y8 A Notes or Z8 Notes under this Eleventh Supplemental Indenture. The effectiveness of the provisions of Article II shall be determined as provided in Article II.

**SECTION 3.06. Counterparts.**

This Eleventh Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

**SECTION 3.07. Security Agreement; Mailing Address.**

To the extent permitted by applicable law, this Eleventh Supplemental Indenture shall be deemed to be a security agreement and financing statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code.

The mailing address of the Company, as debtor is:

Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42420

and the mailing address of the Trustee, as secured party is:

U.S. Bank National Association, as Trustee  
Global Corporate Trust  
CityPlace I  
185 Asylum Street, 27th Floor  
Hartford, Connecticut 06103

Additionally, this Eleventh Supplemental Indenture shall, if appropriate, be an amendment to the financing documents originally filed in connection with the Original Indenture. The Company is authorized to execute and file as appropriate instruments under the Uniform Commercial Code to either create a security interest or amend any security interest heretofore created.

**SECTION 3.08. Communications.**

Notices and other communications under this Eleventh Supplemental Indenture may be delivered through electronic communications, including by email and pdf. Any signed communication sent to Trustee must be signed manually or by way of a digital signature provided by a digital signature provider specified in writing to Trustee by an authorized officer of the



Company. The Company agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Signatures on Next Page.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Eleventh Supplemental Indenture to be duly executed as of the day and year first above written.

**BIG RIVERS ELECTRIC CORPORATION**

By: \_\_\_\_\_  
Name: Robert W. Berry  
Title: President and Chief Executive Officer

COMMONWEALTH OF KENTUCKY    )  
  ) ss  
COUNTY OF HENDERSON        )

THE FOREGOING instrument was acknowledged before me this \_\_\_\_ day of [\_\_\_\_], 2021, by Robert W. Berry, President and Chief Executive Officer of Big Rivers Electric Corporation, a Kentucky corporation, for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public’s Signature  
Notary Public – Kentucky, Commonwealth at Large  
My commission expires: \_\_\_\_\_

Trustee:

**U.S. BANK NATIONAL ASSOCIATION**, as  
Trustee

By: \_\_\_\_\_  
Name: Laurel Casasanta  
Title: Vice President

STATE OF CONNECTICUT     )  
  )  
COUNTY OF HARTFORD     )

THE FOREGOING instrument was acknowledged before me this \_\_\_\_ day of [\_\_\_\_\_],  
2021, by Laurel Casasanta, Vice President of U.S. Bank National Association, a national banking  
association, for and on behalf of said association, as trustee.

\_\_\_\_\_  
Notary Public’s Signature  
Notary Public, State of \_\_\_\_\_,  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**RECORDING INFORMATION FOR  
INDENTURE DATED AS OF JULY 1, 2009**

Breckinridge County	Mortgage Book 354, page 533
Caldwell County	Mortgage Book 258, page 1
Crittenden County	Mortgage Book 184, page 457
Daviess County	Mortgage Book 1707, page 562
Hancock County	Mortgage Book 177, page 259
Henderson County	Mortgage Book 1032, page 1
Hopkins County	Mortgage Book 965, page 227
Livingston County	Mortgage Book 262, page 305
Marshall County	Mortgage Book 672, page 592
McCracken County	Mortgage Book 1232, page 329
Meade County	Mortgage Book 627, page 222
Ohio County	Mortgage Book 435, page 500
Union County	Mortgage Book 373, page 152
Webster County	Mortgage Book 283, page 578

## Section 13.8 To Insure.

The Company will at all times keep all its property of an insurable nature and of the character usually insured by companies operating similar properties, insured in amounts customarily carried, and against loss or damage from such causes as are customarily insured against, by similar companies. All such insurance shall be effected with responsible insurance carriers.

All policies or other contracts for All such insurance upon any part of the Trust Estate shall (a) be effected with responsible insurance carriers. All policies or other contracts for such insurance upon any part of the Trust Estate shall provide that the proceeds of such insurance (except, in the case of any particular casualty resulting in damage or destruction, proceeds of such insurance –not exceeding \$10,000,000 2,000,000–in the aggregate) shall be payable, subject to the requirements of any Prior Lien, to the Trustee as its interest may appear (by means of a standard mortgagee clause or other similar clause acceptable to the Trustee, without contribution); and (b) contain . Each policy or other contract for such insurance, or such mortgagee clause, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for the benefit of the Trustee for at least thirty (30) days (or such shorter time period acceptable to the Trustee) after written notice to the Trustee of cancellation; except in each case with respect to any part of the Trust Estate subject any ownership contract relating to property owned in common or jointly with the Company or any contract providing for the engineering procurement or construction of generation or related facilities (including electric transmission and fuel supply facilities) pursuant to which the proceeds of insurance shall be payable to a third party or to the Company.

As soon as practicable after the execution of this Indenture, and within ninety (90) days after the close of each calendar year thereafter, and at any time upon the request of the Trustee, the Company will file with the Trustee an Officers' Certificate containing a detailed list of the insurance in force upon the Trust Estate on a date therein specified (which date shall be within thirty (30) days of the filing of such Certificate), including the names of the insurers with which the policies and other contracts of insurance on the Trust Estate are carried, the numbers, amounts and expiration dates of such policies and other contracts and the property and hazards covered thereby, and stating that the insurance so listed complies with this Section, and the Trustee may conclusively rely on such Certificate, stating that the Company is in compliance with the insurance requirements of this Section 13.8, and the Trustee may conclusively rely on such Certificate.

Any appraisal or adjustment or any loss or damage of or to any part of the Trust Estate and any settlement in respect thereof which may be agreed upon between the Company and any insurer, as evidenced by an Officers' Certificate, shall be accepted by the Trustee.

All proceeds of insurance received by the Trustee shall be held and paid over or applied by the Trustee as provided in Article VI.

With respect to aAll proceeds of any insurance on any part of the Trust Estate not payable to the Trustee or the trustee, mortgagee or other holder of a Prior Lien, the Company

shall ~~be applied by the Company~~ such proceeds, or shall cause any third party in receipt of such proceeds to apply all such proceeds, to the repair, rebuilding or replacement of the property destroyed or damaged or shall ~~be deposit~~ such proceeds, or cause any third party in receipt of such proceeds to deposit all such proceeds, ~~ed~~ with the Trustee to be held and paid over or applied by it as provided in Article VI.

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~~EIGHTH~~ELEVENTH SUPPLEMENTAL AND AMENDATORY INDENTURE  
(to that certain Indenture dated as of July 1, 2009)  
dated as of ~~January 2~~January 2, ~~2018~~2021

Relating to the Additional Obligations issued to Federal Financing Bank  
and Rural Utilities Service in connection with  
the ~~WY8 A~~ Loan and the ~~XZ8~~ Loan,  
Authorized by this ~~Eighth~~Eleventh Supplemental and Amendatory Indenture

**BIG RIVERS ELECTRIC CORPORATION**

to

**U.S. BANK NATIONAL ASSOCIATION,  
TRUSTEE**

**FIRST MORTGAGE OBLIGATIONS**

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- THIS INSTRUMENT IS A MORTGAGE.
- THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
- BIG RIVERS ELECTRIC CORPORATION IS A TRANSMITTING UTILITY.
- THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY, FIXTURES AND PROCEEDS.
- FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.
- THE MAXIMUM ADDITIONAL INDEBTEDNESS WHICH MAY BE SECURED HEREUNDER IS \$3,000,000,000.
- THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 2 THROUGH 4.
- THE ADDRESSES AND THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 1, S-1 AND S-2.

THIS INDENTURE WAS PREPARED BY ~~JAMES M. MICHAEL A. MILLER~~FIORELLA OF SULLIVAN, MOUNTJOY, ~~STAINBACK & MILLER, P.S.C. PSC~~, 100 ST. ANN ~~BUILDING~~STREET, OWENSBORO, KENTUCKY 42303, ATTORNEY FOR BIG RIVERS ELECTRIC CORPORATION.

Signed: \_\_\_\_\_

THIS ~~EIGHTH~~ELEVENTH SUPPLEMENTAL AND AMENDATORY INDENTURE, dated as of ~~January 2~~[\_\_\_\_\_], ~~2018~~2021 (this "~~Eighth~~Eleventh Supplemental Indenture"), is between **BIG RIVERS ELECTRIC CORPORATION**, a cooperative corporation organized under the laws of the Commonwealth of Kentucky, as Grantor (hereinafter called the "Company"), whose post office address is 201 Third Street, Henderson, Kentucky 42420, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (in such capacity, the "Trustee"), whose post office address is 225 Asylum Street, Hartford, Connecticut 06103;

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of July 1, 2009 (the "Original Indenture", as heretofore, hereby and hereafter supplemented and amended being sometimes referred to as the "Indenture"), for the purpose of securing its Existing Obligations and providing for the authentication and delivery of Additional Obligations (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of the Indenture) by the Trustee from time to time under the Indenture. The Original Indenture is filed of record as shown on Exhibit A hereto;

WHEREAS, the Company has heretofore executed and delivered to the United States of America (the "Government"), acting by and through the Administrator of the Rural Utilities Service ("RUS"), that certain First Amended and Restated Consolidated Loan Contract, dated as of ~~July 16~~January 2, 2009~~2018~~, and the Company is entering into that certain ~~First~~Second Amended and Restated Consolidated Loan Contract (the "Loan Contract") with the RUS which, among other things, provides the terms and conditions of a loan from the Federal Financing Bank ("FFB") in a principal amount of ~~Twenty-Five~~Thirty-Seven Million ~~Six~~Seven Hundred ~~Thirty-Nineteen~~ Thousand Dollars (~~\$25,630,000~~\$37,719,000) (the "~~WY8~~ FFBA Loan") and a loan from ~~the~~ FFB in a principal amount of ~~Twenty~~Thirty-Nine Million ~~Five Hundred~~ElevenFifty Thousand Dollars (~~\$20,511,000~~\$39,050,000) (the "~~XZ8~~ FFB Loan"); ~~the W8 FFB Loan and, together with the XY8 FFB A Loan are sometimes collectively referred to as,~~ the "FFB Loans");

WHEREAS, the Company's obligation to repay the FFB Loans will be evidenced by ~~two~~ Future Advance Promissory Notes, ~~each~~ dated the date set forth in Section 1.02 hereof;

WHEREAS, the RUS has committed upon specified terms and conditions to guarantee the repayment of the FFB Loans;

WHEREAS, the Company will be obligated to reimburse RUS for any payments made to FFB on behalf of the Company in connection with the FFB Loans;

WHEREAS, the Company's obligation to reimburse RUS for any payments under its guarantees to FFB will be evidenced by ~~two~~ Reimbursement Notes, ~~each~~ dated the date set forth in Section 1.02 hereof and issued pursuant Section 4.7 of the Indenture and which for purposes of the Indenture shall constitute Credit Enhancement Obligations;

WHEREAS, in respect of the Y8 A Loan, the Board of Directors of the Company has authorized ~~four~~two Additional Obligations, ~~two~~one of which ~~are~~is to be designated as the Future Advance Promissory ~~Notes~~Note Y8 A (the "~~WY8~~ FFB Note" and the "~~X8~~ A FFB Note"), and



~~two~~one of which ~~is~~ to be designated as the Reimbursement ~~Notes~~Note Y8 A (the “~~WY8 Reimbursement Note~~” and the “~~X8A~~ Reimbursement Note” and collectively with the ~~WY8 FFB Note and X8A~~ FFB Note, the “~~W8 and X~~Y8 A Notes”), respectively, each to be dated the applicable date set forth in Section 1.02 hereof and to be due on the applicable date set forth in Section 1.02 hereof, and the Company has complied or will comply with all provisions required to issue Additional Obligations provided for in the Indenture;

WHEREAS, in respect of the Z8 Loan, the Board of Directors of the Company has authorized two Additional Obligations, one of which is to be designated as the Future Advance Promissory Note Z8 (the “Z8 FFB Note”), and one of which is to be designated as the Reimbursement Note Z8 (the “Z8 Reimbursement Note” and collectively with the Z8 FFB Note, the “Z8 Notes”), respectively, each to be dated the applicable date set forth in Section 1.02 hereof and to be due on the applicable date set forth in Section 1.02 hereof, and the Company has complied or will comply with all provisions required to issue Additional Obligations provided for in the Indenture;

WHEREAS, the Company desires to execute and deliver this ~~Eighth~~Eleventh Supplemental Indenture, in accordance with the provisions of the Indenture, for the purpose of providing for the creation and designation of the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~ as Additional Obligations and specifying the form and provisions of the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~;

WHEREAS, Section 12.1 of the Indenture provides that, without the consent of the Holders of any of the Obligations at the time Outstanding, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.1;

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company to make certain amendments to the Indenture as provided herein;

WHEREAS, Section 12.2 of the Indenture provides that, with the consent of the Holders of not less than a majority in principal amount of the Obligations of all series then Outstanding affected by such Supplemental Indenture, the Company, when authorized by a Board Resolution, and the Trustee, may enter into Supplemental Indentures for the purposes and subject to the conditions set forth in said Section 12.2;

WHEREAS, this ~~Eighth~~Eleventh Supplemental Indenture is permitted pursuant to the provisions of Sections 12.1 C and 12.2 of the Indenture; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and Bylaws of the Company necessary to secure the payment of the principal of and interest on the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~, to make the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~ issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Indenture a valid and binding lien for the security of the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~, in accordance with their terms, have been done and taken; and the execution and delivery of this ~~Eighth~~Eleventh Supplemental Indenture has been in all respects duly authorized;

**NOW, THEREFORE, THIS ~~EIGHTH~~ELEVENTH SUPPLEMENTAL INDENTURE WITNESSES**, that, to secure the payment of the principal of (and premium, if any) and interest on the Outstanding Secured Obligations, including, when issued, the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~, to confirm the lien of the Indenture upon the Trust Estate, including property purchased, constructed or otherwise acquired by the Company since the date of execution of the Original Indenture, to secure performance of the covenants therein and herein contained, to declare the terms and conditions on which the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~ are secured, and in consideration of the premises thereof and hereof, the Company by these presents does grant, bargain, sell, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to (and does create a security interest in favor of) the Trustee, in trust with power of sale, all property, rights, privileges and franchises of the Company (except any Excepted Property) of the character described in the Granting Clauses of the Indenture, whether now owned or hereafter acquired, including all such property, rights, privileges and franchises acquired since the date of execution of the Original Indenture subject to all exceptions, reservations and matters of the character therein or herein referred to, and subject in all cases to Sections 5.2 and 11.2 B of the Indenture and to the rights of the Company under the Indenture, including the rights set forth in Article V thereof; but expressly excepting and excluding from the lien and operation of the Indenture all properties of the character specifically excepted as “Excepted Property” in the Indenture to the extent contemplated thereby.

**PROVIDED, HOWEVER**, that if, upon the occurrence of an Event of Default under the Indenture, the Trustee, or any separate trustee or co-trustee appointed under Section 9.14 of the Indenture or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Trust Estate, all the Excepted Property described or referred to in Paragraphs A through H, inclusive, of “Excepted Property” in the Indenture owned on the date of execution of the Original Indenture or thereafter acquired by the Company, shall immediately, and, in the case of any Excepted Property described or referred to in Paragraphs I, J and L of “Excepted Property” in the Indenture, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of the Indenture to the extent permitted by law, and the Trustee or such other trustee or receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and whenever all Events of Default shall have been cured and the possession of all or substantially all of the Trust Estate shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien of the Indenture to the extent and otherwise as hereinabove set forth and as set forth in the Indenture.

The Company may, however, pursuant to the Granting Clause Third of the Indenture, subject to the lien of the Indenture any Excepted Property, whereupon the same shall cease to be Excepted Property.

**TO HAVE AND TO HOLD** all such property, rights, privileges and franchises hereby and hereafter (by Supplemental Indenture or otherwise) granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed (or in which a security interest is granted) as aforesaid, together with all the tenements, hereditaments and appurtenances thereto appertaining (said properties, rights,

privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Trustee (other than any such cash which is specifically stated in the Indenture not to be deemed part of the Trust Estate) being part of the Trust Estate), unto the Trustee, and its successors and assigns in the trust herein created, forever.

**SUBJECT, HOWEVER,** to (i) Permitted Exceptions and (ii) to the extent permitted by Section 13.6 of the Indenture as to property hereafter acquired (a) any duly recorded or perfected Prior Lien that may exist thereon at the date of the acquisition thereof by the Company and (b) purchase money mortgages, other purchase money liens, chattel mortgages, conditional sales agreements or other title retention agreements created by the Company at the time of acquisition thereof.

**BUT IN TRUST, NEVERTHELESS,** with power of sale, for the equal and proportionate benefit and security of the Holders from time to time of all the Outstanding Secured Obligations without any priority of any Outstanding Secured Obligation over any other Outstanding Secured Obligation and for the enforcement of the payment of Outstanding Secured Obligations in accordance with their terms.

**UPON CONDITION** that, until the happening of an Event of Default under the Indenture and subject to the provisions of Article V of the Indenture, and not in limitation of the rights elsewhere provided in the Indenture, including the rights set forth in Article V of the Indenture, the Company shall have the right to (i) possess, use, manage, operate and enjoy the Trust Estate (other than cash and securities constituting part of the Trust Estate that are deposited with the Trustee), (ii) explore for, gather, cut, mine and produce crops, timber, coal, ore, gas, oil, minerals or other natural resources and products, and to use, consume and dispose of any thereof, and (iii) collect, receive, use, make payments from, transfer, invest, otherwise utilize or employ amounts constituting or derived from the rents, issues, tolls, earnings, profits, revenues, products and proceeds from the Trust Estate or the operation of the property constituting part of the Trust Estate.

Should the indebtedness secured by the Indenture be paid according to the tenor and effect thereof when the same shall become due and payable and should the Company perform all covenants therein and herein contained in a timely manner, then the Indenture shall be canceled and surrendered.

**AND IT IS HEREBY COVENANTED AND DECLARED** that the ~~WY8~~ [A Notes](#) and ~~the Z8~~ Notes are to be authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the covenants, conditions and trusts set forth herein and in the Indenture, and the Company does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders of the Outstanding Secured Obligations, as follows:

## ARTICLE I

### THE ~~WY8 and XA~~ NOTES AND THE Z8 NOTES AND CERTAIN PROVISIONS RELATING THERETO

#### SECTION 1.01. Definitions.

All words and phrases defined in Article I of the Indenture shall have the same meaning in this ~~Eighth~~Eleventh Supplemental Indenture, including any exhibit hereto, except as otherwise appears herein or unless the context clearly requires otherwise.

#### SECTION 1.02. Authorization and Terms of the ~~WY8 A Notes~~ and ~~Xthe Z8 Notes~~.

##### ~~(a) — W8 Notes. —~~

There shall be established a series of Additional Obligations known as and entitled the “Future Advance Promissory Note ~~—W8—~~and Y8 A”, a series of Additional Obligations known as and entitled the “Reimbursement Note —W8Y8 A”, a series of Additional Obligations known as and entitled the “Future Advance Promissory Note Z8” and a series of Additional Obligations known as and entitled the “Reimbursement Note Z8”, the form, terms and conditions of which shall be substantially as set forth in this Section 1.02 and in Section 1.03 hereof.

The aggregate principal amount of the ~~WY8 A~~ FFB Note which may be authenticated and delivered is ~~Twenty-Five~~Thirty-Seven Million ~~Six~~Seven Hundred ~~Thirty~~Nineteen Thousand Dollars (~~\$25,630,000~~37,719,000).

The aggregate principal amount of the ~~WY8 A~~ Reimbursement Note which may be authenticated and delivered is ~~Twenty-Five~~Thirty-Seven Million ~~Six~~Seven Hundred ~~Thirty~~Nineteen Thousand Dollars (~~\$25,630,000~~37,719,000).

The ~~W~~ aggregate principal amount of the Z8 FFB Note which may be authenticated and delivered is Thirty-Nine Million Fifty Thousand Dollars (\$39,050,000).

The aggregate principal amount of the Z8 Reimbursement Note which may be authenticated and delivered is Thirty-Nine Million Fifty Thousand Dollars (\$39,050,000).

The Y8 A FFB Note and the Z8 FFB Note shall be authenticated and delivered pursuant to Section 4.2[4.] of the Indenture. When the ~~WY8 A~~ FFB Note ~~is~~and the Z8 FFB Note are duly executed and issued by the Company, authenticated and delivered by the Trustee and purchased by FFB, the ~~WY8 A FFB Note and the Z8 FFB Note~~ will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.

All payments on the ~~WY8 A~~ FFB Note shall be made to FFB as described in the ~~WY8 A FFB Note in lawful money of the United States which shall be immediately available on the date~~

payment is due. All payments on the Z8 FFB Note shall be made to FFB as described in the Z8 FFB Note in lawful money of the United States which shall be immediately available on the date payment is due.

The ~~WY8 A Reimbursement Note and the Z8~~ Reimbursement Note shall be authenticated and delivered as ~~a~~ Credit Enhancement ~~Obligation~~Obligations pursuant to Section 4.7 of the Indenture. If the ~~WY8 A~~ Reimbursement Note ~~is~~and the Z8 Reimbursement Note are duly executed and issued by the Company, and authenticated and delivered by the Trustee, then all amounts paid by the Government from time to time pursuant to ~~that~~those certain ~~guarantee~~guarantees by RUS made by RUS to FFB of amounts payable to FFB under the ~~Y8 A~~ FFB Note and the Z8 FFB Note, as applicable, will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations. The ~~WY8 A Reimbursement Note and the Z8~~ Reimbursement Note shall be considered ~~an~~ Credit Enhancement ~~Obligation~~Obligations, as defined in Section 4.7 of the Indenture, and shall be subject to the provisions of such Section 4.7 as if fully set forth therein. RUS is hereby designated under the Indenture as the Credit Enhancer in connection with the ~~WY8 A~~ FFB Note and the Z8 FFB Note.

All payments on the ~~WY8 A~~ Reimbursement Note shall be made to the RUS as described in the ~~WY8 A Reimbursement Note in lawful money of the United States which shall be immediately available on the date payment is due. All payments on the Z8 Reimbursement Note shall be made to the RUS as described in the Z8~~ Reimbursement Note in lawful money of the United States which shall be immediately available on the date payment is due.

The ~~WY8 A~~ Notes shall be dated as of ~~January 2, 2018~~their date of execution and delivery, shall be due on ~~December 31, 2032~~the date set forth therein, and shall bear interest at the rate determined as set forth therein. The ~~WY8 A~~ Notes may be subject to optional prepayment as more fully set forth in such ~~WY8 A~~ Notes.

~~(b) X8 Notes. There shall be established a series of Additional Obligations known as and entitled the "Future Advance Promissory Note X8" and a series of Additional Obligations known as and entitled the Reimbursement Note X8, the form, terms and conditions of which shall be substantially as set forth in this Section 1.02 and in Section 1.03 hereof.~~

~~The aggregate principal amount of the X8 FFB Note which may be authenticated and delivered is Twenty Million and Five Hundred Eleven Thousand Dollars (\$20,511,000).~~

~~The aggregate principal amount of the X8 Reimbursement Note which may be authenticated and delivered is Twenty Million and Five Hundred Eleven Thousand Dollars (\$20,511,000).~~

~~The X8 FFB Note shall be authenticated and delivered as a Conditional Obligation pursuant to Section 4.6 of the Indenture. If the X8 FFB Note is duly executed~~

~~and issued by the Company, authenticated and delivered by the Trustee and purchased by FFB, then any advance under the X8 FFB Note made in compliance with Section 4.6 of the Indenture will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations.~~

~~All payments on the X8 FFB Note shall be made to FFB as described in the X8 FFB Note in lawful money of the United States which shall be immediately available on the date payment is due.~~

~~The X8 Reimbursement Note shall be authenticated and delivered as a Credit Enhancement Obligation pursuant to Section 4.7 of the Indenture. If the X8 Reimbursement Note is duly executed and issued by the Company, and authenticated and delivered by the Trustee then all amounts paid by the Government from time to time pursuant to that certain guarantee by RUS made by RUS to FFB of amounts payable to FFB under the FFB Note and made in compliance with Section 4.6 of the Indenture will be equally and proportionately secured under the Indenture with all other Outstanding Secured Obligations. The X8 Reimbursement Note shall be considered an Credit Enhancement Obligation, as defined in Section 4.7 of the Indenture, and shall be subject to the provisions of such Section 4.7 as if fully set forth therein. RUS is hereby designated under the Indenture as Credit Enhancer in connection with the X8 FFB Note.~~

~~All payments on the X8 Reimbursement Note shall be made to the RUS as described in the X8 Reimbursement Note in lawful money of the United States which shall be immediately available on the date payment is due.~~

~~The XZ8 Notes shall be dated as of ~~January 2, 2018~~their date of execution and delivery, shall be due on ~~December 31, 2043~~the date set forth therein, and shall bear interest at the rate determined as set forth therein. The XZ8 Notes may be subject to optional prepayment as more fully set forth in such XZ8 Notes.~~

~~If, upon the expiration of the Last Day of an Advance (as set forth on Schedule 4 to the Loan Contract) under the X8 FFB Note, the Company shall not have taken advances under such X8 FFB Note in an amount up to the total amount of the X8 Loan (as defined in the Loan Contract), then the Company shall deliver to the Trustee an Officers' Certificate certifying that the Company's right to receive an advance under the X8 Loan has terminated and the principal amount of X8 FFB Note equal to such unadvanced portion of the X8 Loan shall be treated as though it had never been Outstanding pursuant to the last sentence of the last paragraph of Section 4.1 D of the Indenture.~~

### **SECTION 1.03. Form of the ~~WY8~~ A Notes and ~~X~~the Z8 Notes.**

The ~~XY8 and W8 FFB~~A Notes and ~~W8 and X8 Reimbursement~~the Z8 Notes shall be promissory notes substantially in the forms authorized by Board Resolution and attached to the Officers' Certificate, pursuant to Section 2.1 of the Indenture, ~~respectively~~, and the Trustee's

authentication certificate to be executed on the ~~WY8 A Notes~~ and ~~Xthe Z8~~ Notes shall be in the form set forth in Section 2.2 of the Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted in the Indenture. The terms and conditions of the ~~WY8 and X8 FFBA~~ Notes and the ~~WZ8 and X8 Reimbursement~~ Notes are by this reference incorporated herein.

#### **SECTION 1.04. Use of Proceeds.**

The Company shall use the proceeds of the loans evidenced by the ~~WY8 A Notes~~ and ~~Xthe Z8-FFB~~ Notes to finance certain additions and improvements to the System.

### **ARTICLE II**

#### **AMENDMENTS TO INDENTURE TO BE EFFECTIVE UPON CONSENT OF NOT LESS THAN A MAJORITY IN PRINCIPAL AMOUNT OF THE OBLIGATIONS OF ALL SERIES THEN OUTSTANDING**

##### ~~SECTION 2.01. — Additional Definition.~~

~~Upon the effective date of the amendments set forth in this Article II, the following definition shall be added to Section 1.1 of the Indenture:~~

~~“Regulatory Agency” means a public service commission, public utility commission or other governmental entity that oversees regulated utility activities and sets rates for the provision of electric service.~~

##### ~~SECTION 2.01. SECTION 2.02. Amendment to Definition of “Retired” Contained in Section 1.1 of the Indenture 13.8.~~

Upon the effective date of the amendments set forth in this Article II, ~~the definition~~Section 13.8 of ~~“Retired” contained in~~ the Indenture shall be amended to read as follows:

~~“Retired” means, when used with respect to property, Bondable Property that, since the Cut-Off Date, has been retired, abandoned, destroyed, worn out, removed, permanently discontinued, lost through the enforcement of any liens or released, sold or otherwise disposed of free of the lien of this Indenture or taken by eminent domain or under the exercise of a right of a government authority to purchase or take the same or recorded as retired on the books of the Company or permanently retired from service for any reason, whether or not replaced, or shall have permanently ceased to be used or useful in the business of the Company, including as a consequence of the termination of any lease, whether or not recorded as retired on the books of the Company, except that, when a~~

~~minor item of property has been replaced by other property of equal value and efficiency and the cost of such replacement has been charged to other than fixed property accounts such as maintenance, repairs or other similar account, the property replaced shall not be considered as Retired; **PROVIDED, HOWEVER,** that with respect to any Bondable Property that would otherwise be considered as Retired under this definition, if~~

~~(a) — the Company's Rates to its members are regulated by a state Regulatory Agency at the time such Bondable Property initially would otherwise be considered as retired under this definition,~~

~~(b) — such Regulatory Agency has approved the recovery in the Company's Rates to its members of all or some portion of the value of such Bondable Property in the form of a regulatory or similar asset, and~~

~~(c) — the Company has in place power purchase and sale or similar agreements with its members providing in the aggregate for the recovery of the amortization of such regulatory or similar assets in Rates, which agreements have a remaining term of not less than such approved recovery period,~~

~~then as and to the extent elected by the Company, and for so long as the Company is in compliance with the requirements of Section 13.14 and continues to recover such regulatory or similar assets in Rates in accordance with such Regulatory Agency approval, (1) such Bondable Property shall not be considered as Retired under this definition in an amount equal to the sum of the amount of such regulatory or similar asset approved by such Regulatory Agency plus any amounts related to such Bondable Property which were recorded on the books of the Company as regulatory assets at the time of such Retirement and which are authorized by such Regulatory Agency to be collected in Rates, and (2) to the extent that on the date of such Regulatory Agency approval the amount of Retirements for such Bondable Property exceeds the approved amount of such regulatory or similar assets, including those already recorded as regulatory assets at the time of such Retirement, then a portion of such Bondable Property in an amount equal to such excess shall be considered as Retired under this definition. — Bondable Property shall not be considered as Retired under this definition during the pendency of any proceeding with a Regulatory Authority seeking regulatory or similar asset treatment with respect to such Bondable Property provided that the Company is diligently and in good faith pursuing such treatment through appropriate proceedings. The Company will at all times keep all its property of an insurable nature and of the character usually insured by companies operating similar properties, insured in amounts customarily carried, and against loss or damage from such causes as are customarily insured against, by similar companies. All such insurance shall be effected with responsible insurance carriers.~~



All policies or other contracts for such insurance upon any part of the Trust Estate shall (a) provide that the proceeds of such insurance (except, in the case of any particular casualty resulting in damage or destruction, proceeds of such insurance not exceeding \$10,000,000 in the aggregate) shall be payable, subject to the requirements of any Prior Lien, to the Trustee as its interest may appear (by means of a standard mortgagee clause or other similar clause acceptable to the Trustee, without contribution); and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for the benefit of the Trustee for at least thirty (30) days (or such shorter time period acceptable to the Trustee) after written notice to the Trustee of cancellation; except in each case with respect to any part of the Trust Estate subject to any ownership contract relating to property owned in common or jointly with the Company or any contract providing for the engineering, procurement or construction of generation or related facilities (including electric transmission and fuel supply facilities) pursuant to which the proceeds of insurance shall be payable to a third party or to the Company.

As soon as practicable after the execution of this Indenture, and within ninety (90) days after the close of each calendar year thereafter, and at any time upon the request of the Trustee, the Company will file with the Trustee an Officers' Certificate stating that the Company is in compliance with the insurance requirements of this Section 13.8, and the Trustee may conclusively rely on such Certificate.

Any appraisalment or adjustment or any loss or damage of or to any part of the Trust Estate and any settlement in respect thereof which may be agreed upon between the Company and any insurer, as evidenced by an Officers' Certificate, shall be accepted by the Trustee.

All proceeds of insurance received by the Trustee shall be held and paid over or applied by the Trustee as provided in Article VI.

With respect to all proceeds of any insurance on any part of the Trust Estate not payable to the Trustee or the trustee, mortgagee or other holder of a Prior Lien, the Company shall apply such proceeds, or shall cause any third party in receipt of such proceeds to apply all such proceeds, to the repair, rebuilding or replacement of the property destroyed or damaged or shall deposit such proceeds, or cause any third party in receipt of such proceeds to deposit all such proceeds, with the Trustee to be held and paid over or applied by it as provided in Article VI.”

**SECTION 2.02.      ~~SECTION 2.03.~~ Effective Date of Amendments to the Original Indenture Contained in this Article II.**

The amendments to the Indenture contained in this Article II shall be effective upon receipt by the Trustee of the consents, certificates, opinions and other documents required under Sections 1.6, 12.2 and 12.3 of the Indenture.

**ARTICLE III**

**MISCELLANEOUS**

**SECTION 3.01.      Supplemental Indenture.**

This ~~Eighth~~Eleventh Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and the Indenture, as hereby supplemented, is hereby confirmed. All of the provisions, terms, covenants and conditions of the Indenture shall be applicable to the ~~WY8~~ A Notes and ~~the Z8~~ Notes to the same extent as if specifically set forth herein except to the extent any such provisions, terms, covenants and conditions are covered or addressed by the express terms of this ~~Eighth~~Eleventh Supplemental Indenture, in which case this ~~Eighth~~Eleventh Supplemental Indenture shall apply.

**SECTION 3.02.      Recitals.**

All recitals in this ~~Eighth~~Eleventh Supplemental Indenture are made by the Company only and not by the Trustee; and all of the provisions contained in the Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full. The Trustee will not be responsible for and makes no representation as to the validity or adequacy of this ~~Eighth~~Eleventh Supplemental Indenture, ~~the Y8 A Notes~~ or the ~~W8 and XZ8~~ Notes (other than its certificate of authentication); it shall not be accountable for the Company's use of the proceeds from the ~~WY8 and XA Notes or the Z8~~ Notes; and it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee. The Trustee is not a party to the Loan Contract, and it will not be responsible for or charged with knowledge of any terms of the Loan Contract.

**SECTION 3.03.      Successors and Assigns.**

Whenever in this ~~Eighth~~Eleventh Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles IX and XI of the Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this ~~Eighth~~Eleventh Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

**SECTION 3.04. No Rights, Remedies, Etc.**

Nothing in this ~~Eighth~~Eleventh Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the Holders of the Outstanding Secured Obligations, any right, remedy or claim under or by reason of this ~~Eighth~~Eleventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this ~~Eighth~~Eleventh Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the Holders of Outstanding Secured Obligations.

**SECTION 3.05. Effective Date.**

This ~~Eighth~~Eleventh Supplemental Indenture, other than the provisions of Article II, shall be effective upon the receipt by the Trustee of the certificates, opinions and other documents required under Sections 1.6, 12.1 and 12.3 of the Indenture which may be evidenced by the Trustee's authentication of any ~~WY~~A Notes or ~~XZ~~ Notes under this ~~Eighth~~Eleventh Supplemental Indenture. The effectiveness of the provisions of Article II shall be determined as provided in Article II.

**SECTION 3.06. Counterparts.**

This ~~Eighth~~Eleventh Supplemental Indenture may be executed in several counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

**SECTION 3.07. Security Agreement; Mailing Address.**

To the extent permitted by applicable law, this ~~Eighth~~Eleventh Supplemental Indenture shall be deemed to be a security agreement and financing statement whereby the Company grants to the Trustee a security interest in all of the Trust Estate that is personal property or fixtures under the Uniform Commercial Code.

The mailing address of the Company, as debtor is:

Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42420

and the mailing address of the Trustee, as secured party is:

U.S. Bank National Association, as Trustee  
Global Corporate Trust ~~Services~~  
~~P.O. Box 960778~~  
~~Boston, Massachusetts 02102~~

[CityPlace I](#)  
[185 Asylum Street, 27th Floor](#)  
[Hartford, Connecticut 06103](#)

Additionally, this ~~Eighth~~[Eleventh](#) Supplemental Indenture shall, if appropriate, be an amendment to the financing documents originally filed in connection with the Original Indenture. The Company is authorized to execute and file as appropriate instruments under the Uniform Commercial Code to either create a security interest or amend any security interest heretofore created.

**SECTION 3.08. Communications.**

Notices and other communications under this Eleventh Supplemental Indenture may be delivered through electronic communications, including by email and pdf. Any signed communication sent to Trustee must be signed manually or by way of a digital signature provided by a digital signature provider specified in writing to Trustee by an authorized officer of the Company. The Company agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Trustee, including with out limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Signatures on Next Page.]

IN WITNESS WHEREOF, the parties hereto have caused this ~~Eighth~~Eleventh Supplemental Indenture to be duly executed as of the day and year first above written.

**BIG RIVERS ELECTRIC CORPORATION**

By: \_\_\_\_\_  
Name: Robert W. Berry  
Title: President and Chief Executive Officer

(SEAL)

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY     )  
  ) ss  
COUNTY OF HENDERSON         )

THE FOREGOING instrument was acknowledged before me this \_\_\_\_ day of ~~January~~                    , ~~2018~~2021, by Robert W. Berry, President and Chief Executive Officer of Big Rivers Electric Corporation, a Kentucky corporation, for and on behalf of said corporation.

~~WITNESS my hand and official seal.~~

\_\_\_\_\_  
Notary Public's Signature  
Notary Public ~~—~~ Kentucky, ~~State~~Commonwealth  
at Large  
My commission expires: \_\_\_\_\_

(Notarial Seal)



**EXHIBIT A**

**RECORDING INFORMATION FOR  
INDENTURE DATED AS OF JULY 1, 2009**

Breckinridge County	Mortgage Book 354, page 533
Caldwell County	Mortgage Book 258, page 1
Crittenden County	Mortgage Book 184, page 457
Daviess County	Mortgage Book 1707, page 562
Hancock County	Mortgage Book 177, page 259
Henderson County	Mortgage Book 1032, page 1
Hopkins County	Mortgage Book 965, page 227
Livingston County	Mortgage Book 262, page 305
Marshall County	Mortgage Book 672, page 592
McCracken County	Mortgage Book 1232, page 329
Meade County	Mortgage Book 627, page 222
Ohio County	Mortgage Book 435, page 500
Union County	Mortgage Book 373, page 152
Webster County	Mortgage Book 283, page 578

<b>REFERENCES FOR COMPLIANCE WITH STATUTORY AND REGULATORY FILING REQUIREMENTS</b>		
<b>Law / Regulation</b>	<b>Filing Requirement</b>	<b>Location in Application</b>
<b>IN GENERAL</b>		
807 KAR 5:001 Section 14(1)	The full name, mailing address, and electronic mail address of the Applicant	¶ 3
807 KAR 5:001 Section 14(1)	A request for the order, authorization, permission or certificate desired	¶¶ 1, 21, and 32; Page 11
807 KAR 5:001 Section 14(1)	A reference to the particular provision of law authorizing the relief requested	¶¶ 1, 7, and 22
807 KAR 5:001 Section 14(2)	State and date of incorporation; attest to good standing in state	¶ 3

<b>Law / Regulation</b>	<b>Filing Requirement</b>	<b>Location in Application</b>
<b>DECLARATORY ORDER</b>		
807 KAR 5:001 Section 19(2)	An application for declaratory order shall: <ul style="list-style-type: none"> <li>(a) be in writing;</li> <li>(b) contain a complete, accurate, and concise statement of facts upon which the application is based;</li> <li>(c) fully disclose the applicant's interest;</li> <li>(d) identify all statutes, administrative regulations, and orders to which the application relates; and</li> <li>(e) state the applicant's proposed resolution or conclusion</li> </ul>	The Application is in writing.
807 KAR 5:001 Section 19(6)	Applications for declaratory orders shall be supported by affidavit or shall be verified.	The Application is verified.



<b>REFERENCES FOR COMPLIANCE WITH STATUTORY AND REGULATORY FILING REQUIREMENTS</b>		
<b>Law / Regulation</b>	<b>Filing Requirement</b>	<b>Location in Application</b>
	<b>APPROVAL TO ISSUE EVIDENCES OF INDEBTEDNESS</b>	
807 KAR 5:001 Section 18(1)(b)	A general description of applicant's property and the field of its operation, together with a statement of the original cost of the same and the cost to the applicant	Exhibit 5
807 KAR 5:001 Section 18(1)(c)	The amount and kinds of stock, if any, which the utility desires to issue, and if preferred, the nature and extent of the preference; the amount of notes, bonds or other evidences of indebtedness, if any, which the utility desires to issue, with terms, rate of interest and if and how to be secured	¶ 25
807 KAR 5:001 Section 18(1)(d)	The use to be made of the proceeds of the issue, with a statement indicating how much is to be used for the acquisition of property, the construction, completion, extension or improvement of facilities, the improvement of service, the maintenance of service and the discharge or refunding obligations	¶¶ 8 and 27
807 KAR 5:001 Section 18(1)(e)	The property in detail that is to be acquired, constructed, improved, or extended with its cost, a detailed description of the contemplated construction, completion, extension, or improvement of facilities established in a manner whereby an estimate of the cost may be made, a statement of the character of the improvement of service proposed, and of the reasons why the service should be maintained from its capital. If a contract has been made for the acquisition of property, or for construction, completion, extension, or improvement of facilities, or for the disposition of the securities, notes, bonds, stocks, or other evidence of indebtedness that it proposes to issue or the proceeds thereof and if a contract has been made, copies thereof shall be annexed to the petition;	¶ 26, Request for a Deviation
807 KAR 5:001 Section 18(1)(f)	If it is proposed to discharge or refund obligations, a statement of the nature and description of the obligations including their	¶ 26, Request for a Deviation

		par value, the amount for which they were actually sold, the associated expenses, and the application of the proceeds from the sales. If notes are to be refunded, a statement showing the date, amount time, rate of interest, and payee of each and the purpose for which their proceeds were expended		
807	KAR	5:001	Financial exhibit	Exhibit 6
807	KAR	5:001	Copies of trust deeds or mortgages, or reference to case number in which they were filed	Footnote 1, Page 1
807	KAR	5:001	Maps and plans of the proposed property and constructions together with detailed estimates in a form that they can be reviewed by the commission's engineering division. Estimates shall be arranged according to the commission-prescribed uniform system of accounts for the various classes of utilities.	¶ 26, Request for a Deviation
807	KAR	5:001	Financial exhibit covering operations for a twelve month period ending not more than ninety days prior to the date the application is filed: -Amount and kinds of stock authorized; -Amount and kinds of stock issued and outstanding; -Terms of preference of preferred stock -Brief description of each existing mortgage of property, giving date of execution, name of mortgagor, name of mortgagee or trustee, amount of indebtedness authorized to be secured, and the amount of indebtedness actually secured, together with sinking fund provisions, if applicable; -Amount of bonds authorized and amount issued giving the name of the public utility which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with amount of interest paid thereon during the last fiscal year; -Each note outstanding, giving date of issue, amount, date of maturity, rate of interest, in whose favor, together with	Exhibit 6

	<p>amount of interest paid thereon during the last fiscal year;</p> <ul style="list-style-type: none"><li>-Other indebtedness giving same by classes and describing security, if any, with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year;</li><li>-Rate and amount of dividends paid during the five previous fiscal years, and the amount of capital stock on which dividends were paid each year; and</li><li>-Detailed income statement and balance sheet which cover operations for a twelve month period, said period ending not more than ninety days prior to the date the Application is filed.</li></ul>	
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BIG RIVERS ELECTRIC CORPORATION'S  
DESCRIPTION OF PROPERTY  
As of December 31, 2020

1  
2  
3           Big Rivers Electric Corporation (“Big Rivers” or the “Corporation”) is a  
4 generation and transmission (“G&T”) cooperative headquartered in Henderson,  
5 Kentucky. The Corporation meets the electric power needs of three member distribution  
6 cooperatives, which, in turn, sell electricity to approximately 118,000 residential,  
7 commercial, and industrial consumers in 22 western Kentucky counties.  
8

- 9           1. Big Rivers’ utility plant-in-service, materials and supplies, and fuel inventory  
10 as of December 31, 2020, consisted of intangible plant, electric power  
11 generating plants, land right-of-ways, transmission stations and lines, land,  
12 buildings, office furniture and equipment, transportation equipment, storage  
13 equipment, tools, shop and garage equipment, laboratory equipment, power  
14 operated equipment, communication equipment, materials and supplies  
15 inventory, and fuel inventory. The original cost of these properties as of  
16 December 31, 2020, was \$1,881,910,102.  
17
- 18           2. As of December 31, 2020, Big Rivers’ intangible plant included  
19 organizational and franchise costs of \$15,066,895.  
20
- 21           3. Big Rivers owns and operates 1,444 megawatts (MW) of electric generating  
22 capacity from four power stations: Kenneth C. Coleman (443 MW), Robert A.  
23 Reid (130 MW), Robert D. Green (454 MW), and D.B. Wilson (417 MW).  
24 As of December 31, 2020 the original cost of Big Rivers’ generation assets  
25 was \$1,460,251,602 with a net book (i.e. depreciated) value of \$538,975,363.  
26
- 27           a. The Kenneth C. Coleman Station is a multiple unit generation plant  
28 consisting of three coal-fired units designed to burn Illinois Basin coal.  
29 The units were commercialized in 1969, 1970, and 1972, respectively,  
30 with a combined net output rating of 443 MW. As a result of the  
31 Century Aluminum Hawesville smelter contract termination in 2013  
32 and the Alcan Primary Products Corporation (now Century Aluminum  
33

BIG RIVERS ELECTRIC CORPORATION'S  
DESCRIPTION OF PROPERTY  
As of December 31, 2020

1                   Sebree) smelter contract termination in 2014, the three generating units  
2                   that make up the Coleman Station were idled in May 2014 and retired  
3                   in September 2020.

4  
5                   b. The Robert A. Reid Station is a multiple unit generation plant  
6                   consisting of one coal-fired unit ("Reid Unit 1") designed to burn  
7                   Illinois Basin coal and one combustion turbine unit ("Reid CT") with  
8                   the ability to burn either fuel oil or natural gas. The units were  
9                   commercialized in 1966 and 1976, respectively, with a combined net  
10                  output rating of 130 MW (65 MW per unit). Reid Unit 1 was idled in  
11                  April 2016 and retired in September 2020.

12  
13                  c. The Robert D. Green facility is a multiple unit generation plant  
14                  consisting of two coal-fired units designed to burn Illinois Basin coal.  
15                  The units were commercialized in 1979 and 1981, respectively, with a  
16                  combined net output rating of 454 MW.

17  
18                  d. The D.B. Wilson Station is a single coal-fired unit designed to burn  
19                  Illinois Basin coal. The unit was commercialized in 1986 with a net  
20                  output rating of 417 MW.

21  
22                  4. Big Rivers has interconnections with six utilities: Southern Illinois Power  
23                  Cooperative, Louisville Gas & Electric, Kentucky Utilities, Vectren, Hoosier  
24                  Energy Rural Electric Cooperative, and the Tennessee Valley Authority.  
25                  However, Big Rivers currently cannot purchase power from the Tennessee  
26                  Valley Authority.

27  
28                  5. Transmission Facilities, as of December 31, 2020, included land, right-of-  
29                  ways, station equipment, and lines costing \$311,897,929 with a net book  
30                  (depreciated) value of \$162,980,878. The miles of transmission line by size  
31                  are as follows: 851 miles of 69 kV, 14 miles of 138 kV, 366 miles of 161 kV,  
32                  and 72 miles of 345 kV. The substation capacity consists of 1,733,400 kVA  
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BIG RIVERS ELECTRIC CORPORATION'S  
DESCRIPTION OF PROPERTY  
As of December 31, 2020

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generation plant step up transformation and 4,045,000 kVA transmission substation transformation.

- 6. Big Rivers owns general plant assets costing \$56,845,370 as of December 31, 2020, with a net book (depreciated) value of \$24,706,034. General plant assets consist of land, structures and improvements, office furniture and equipment, transportation equipment, storage equipment, tools, shop and garage equipment, laboratory equipment, power operated equipment, communication equipment, and other miscellaneous equipment used to provide service to member cooperatives.
- 7. As of December 31, 2020, Big Rivers had materials and supplies inventory of \$17,457,506 and fuel inventory of \$20,390,800.
- 8. Big Rivers' investment in construction work in progress as of December 31, 2020 was \$44,892,504.
- 9. As of December 31, 2020, Big Rivers did not own any non-utility property.

BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

1  
2 Big Rivers states that:

- 3 a. No amounts or kinds of stock have been authorized.  
4  
5  
6 b. No amounts or kinds of stock have been issued, and none are outstanding.  
7  
8  
9 c. No amounts or kinds of preferred stock have been authorized, and none are  
10 outstanding.  
11  
12  
13 d. Effective with the close of the “Unwind” Transaction on July 16, 2009, all  
14 previously existing mortgages were permanently extinguished with the Third  
15 Restated Mortgage and Security Agreement (successor to the Restated Mortgage  
16 and Security Agreement [the New RUS Mortgage] and Second Restated  
17 Mortgage and Security Agreement) and replaced with Big Rivers’ Mortgage  
18 Indenture (the “Indenture”). The Indenture secures on a *pro rata, pari passu* basis  
19 all of the indebtedness owed by Big Rivers to its existing senior secured creditors  
20 as well as future senior secured creditors. A principal feature of the Indenture is  
21 the use of a lien and security interest in favor of an institutional trustee rather than  
22 in favor of each individual creditor as mortgagee. The Indenture creates a lien  
23 and security interest on most of Big Rivers’ real and personal property.  
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29 Additional debt obligations can be secured under the Indenture on a *pari*  
30 *passu* basis with Big Rivers’ existing senior secured creditors without obtaining  
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BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

1 the existing senior secured creditors' approvals, provided such debt obligations  
2 meet certain objective tests.

3  
4 The Indenture, dated July 1, 2009, was made by and between Big Rivers  
5 Electric Corporation, as Grantor, and U.S. Bank National Association, as Trustee.  
6 As of December 31, 2020, the Indenture secured the following Obligations:

- 7  
8 • RUS 2009 Promissory Note Series B, dated July 16, 2009, made by the  
9 Company to the United States of America, in the amount at final maturity  
10 of \$245,530,257, maturing on December 31, 2023. This is an Existing  
11 Obligation under the Indenture.  
12
- 13 • Big Rivers Electric Corporation First Mortgage Note, Series 2012A, dated  
14 July 24, 2012, made by the Company to CoBank, ACB, in the original  
15 principal amount of \$235,000,000, maturing on June 30, 2032. This is an  
16 Additional Obligation under the Indenture.  
17
- 18 • Big Rivers Electric Corporation First Mortgage Note, Series 2012B, dated  
19 July 27, 2012, made by the Company to National Rural Utilities  
20 Cooperative Finance Corporation, in the original principal amount of  
21 \$302,000,000, maturing on May 31, 2032. This is an Additional  
22 Obligation under the Indenture.  
23
- 24 • Big Rivers Electric Corporation First Mortgage Notes, RUS 2018 W8 FFB  
25 Loan, dated January 02, 2018, made by the Company through the United  
26 States of America to the Federal Financing Bank, in the original aggregate  
27 principal amount of \$25,630,000, with a final maturity date of December  
28 31, 2032. This is an Additional Obligation under the Indenture.  
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BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

- 1           • Big Rivers Electric Corporation First Mortgage Notes, RUS 2018 X8 FFB  
2           Loan, dated January 02, 2018, made by the Company through the United  
3           States of America to the Federal Financing Bank, in the original aggregate  
4           principal amount of \$20,511,000, with a final maturity date of December  
5           31, 2043. This is an Additional Obligation under the Indenture.  
6  
7
- 8           • Big Rivers Electric Corporation First Mortgage Notes, Series 2020A,  
9           dated June 11, 2020, made by the Company to National Rural Utilities  
10          Cooperative Finance Corporation, Regions Bank, KeyBank National  
11          Association, Fifth Third Bank, Bank of America, and CoBank, ACB  
12          (collectively, the “Lenders”) in the aggregate principal amount of  
13          \$150,000,000 to secure the loans made by the Lenders to Big Rivers under  
14          the Senior Secured Credit Agreement, maturing on June 11, 2023. This is  
15          an Additional Obligation under the Indenture.  
16  
17
- 18          • Big Rivers Electric Corporation First Mortgage Notes, Series 2020B,  
19          dated December 23, 2020, made by the Company to National Rural  
20          Utilities Cooperative Finance Corporation, in the original principal  
21          amount of \$83,300,000, maturing on February 28, 2031. This is an  
22          Additional Obligation under the Indenture.  
23  
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25

26           The Indenture provides that a maximum of \$3,000,000,000 of Additional  
27           Obligations may be issued and secured. As noted above, the Big Rivers Electric  
28           Corporation First Mortgage Notes, Series 2010A, 2012A, 2012B, and 2020A,  
29           2020 B and the RUS 2018 W8 and X8 FFB Loans are Additional Obligations  
30           under the Indenture.  
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BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

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- e. Big Rivers had no pollution control bonds outstanding as of December 31, 2020.
- f. As of December 31, 2020, Big Rivers’ notes outstanding consisted of the RUS 2009 Promissory Note Series B (“RUS 2009 Series B Note”); Big Rivers Electric Corporation First Mortgage Notes, Series 2012A, Series 2012B, Series 2020A, Series 2020B, RUS 2018 W8 FFB Loan, and RUS 2018 X8 FFB Loan.

The RUS 2009 Series B Note, dated July 16, 2009, was issued in favor of the United States of America, acting through the United States Department of Agriculture, Rural Utilities Services, (the “RUS”), in the original principal amount of \$245,530,257, with a maturity date of December 31, 2023. The RUS 2009 Series B Note has no stated interest rate and an outstanding stated principal balance of \$245,530,257 as of December 31, 2020. No interest amount is paid on this note.

Big Rivers Electric Corporation First Mortgage Note, Series 2012A, dated July 24, 2012, was issued in favor of CoBank, ACB, in the original principal amount of \$235,000,000, with a maturity date of June 30, 2032. The First Mortgage Note, Series 2012A, has a fixed interest rate of 4.30% and an outstanding principal balance of \$161,136,648 as of December 31, 2020. The interest paid on the First Mortgage Note, Series 2012A during the fiscal year ending December 31, 2020, was \$7,326,966.

Big Rivers Electric Corporation First Mortgage Note, Series 2012B, dated July 27, 2012, was issued in favor of National Rural Utilities Cooperative Finance Corporation, in the original principal amount of \$302,000,000, with a maturity

BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

1 date of May 31, 2032. The First Mortgage Note, Series 2012B, bears serial  
2 interest rate pricing, with interest rates ranging from 3.05% to 5.35%, and had an  
3 outstanding principal balance of \$201,380,560 as of December 31, 2020. The  
4 interest paid on the First Mortgage Notes, Series 2012B during the fiscal year  
5 ending December 31, 2020, was \$9,623,798.  
6

7  
8 Big Rivers Electric Corporation First Mortgage Note, RUS 2018 W8 FFB  
9 Loan, dated January 02, 2018, was issued in favor of the Federal Financing Bank  
10 and administered through the Rural Utilities Service, in the original principal  
11 amount of \$25,630,000, with a final maturity date of December 31, 2032. The  
12 First Mortgage Note, RUS 2018 W8 FFB Loan, has a fixed stated interest rate of  
13 2.703% with an effective interest rate of 2.828% and had an outstanding principal  
14 balance of \$23,584,989 as of December 31, 2020. The interest paid on the First  
15 Mortgage Notes, RUS 2018 W8 FFB Loan, during the fiscal year ending  
16 December 31, 2020, was \$665,261.  
17  
18

19  
20 Big Rivers Electric Corporation First Mortgage Note, RUS 2018 X8 FFB  
21 Loan, dated January 02, 2018, was issued in favor of the Federal Financing Bank  
22 and administered through the Rural Utilities Service, in the original principal  
23 amount of \$20,511,000, with a final maturity date of December 31, 2043. The  
24 First Mortgage Note, RUS 2018 W8 FFB Loan, has a fixed stated interest rate of  
25 2.810% with an effective interest rate of 2.935% and had an outstanding principal  
26 balance of \$17,307,583 as of December 31, 2020. The interest paid on the First  
27 Mortgage Notes, RUS 2018 X8 FFB Loan, during the fiscal year ending  
28 December 31, 2020, was \$495,620.  
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BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

1           Big Rivers Electric Corporation First Mortgage Notes, Series 2020A, dated  
2           June 11, 2020, were issued in connection with the 2020 Senior Secured Credit  
3           Agreement (“2020 Credit Agreement”) in favor of National Rural Utilities  
4           Cooperative Finance Corporation, Regions Bank, KeyBank National Association,  
5           Fifth Third Bank, Bank of America, and CoBank, ACB (collectively, the  
6           “Lenders), in the aggregate principal amount of \$150,000,000, with a maturity  
7           date of June 11, 2023. The interest rate applicable to loans under the 2020 Credit  
8           Agreement are determined based on the type of loan selected (i.e. LIBO Loan or  
9           Alternate Base Rate (ABR) Loan). For LIBO Loans, the applicable interest rate is  
10           equal to the LIBOR Rate for such Interest Period plus the LIBO Applicable  
11           Margin, based on the Secured Credit Rating of Big Rivers per the terms of the  
12           credit agreement. For ABR loans, the applicable interest rate is equal to the  
13           Alternate Base Rate plus the ABR Applicable Margin, as defined in the credit  
14           agreement. As of December 31, 2020, there were no loans outstanding under the  
15           2020 Senior Secured Credit Agreement. The interest paid on the Series 2020A  
16           Notes during the fiscal year ended December 31, 2020, was \$627,596.

17           Big Rivers Electric Corporation First Mortgage Notes, Series 2020B,  
18           dated December 23, 2020, made by the Company to National Rural Utilities  
19           Cooperative Finance Corporation, in the original principal amount of  
20           \$83,300,000, maturing on February 28, 2031. The First Mortgage Note, Series  
21           2020B, has a fixed interest rate of 2.49%, and had an outstanding principal  
22           balance of \$83,300,000 as of December 31, 2020. There was no interest paid on  
23

BIG RIVERS ELECTRIC CORPORATION  
FINANCIAL EXHIBIT  
As of December 31, 2020

1 the First Mortgage Notes, Series 2020B during the fiscal year ending December  
2 31, 2020.

3  
4  
5 g. Big Rivers has a Paycheck Protection Program loan with Old National Bank in  
6 the amount of \$9,941,200, maturing on April 20, 2022.

7  
8  
9 h. No dividends have been paid.

10  
11  
12 i. Big Rivers Electric Corporation's statement of operations and balance sheet as of,  
13 and for the twelve months ending, December 31, 2020, are attached hereto.

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE <b>FINANCIAL AND OPERATING REPORT</b> <b>ELECTRIC POWER SUPPLY</b> <b>PART A - FINANCIAL</b>		BORROWER DESIGNATION KY0062		
		PERIOD ENDED Dec-20		
INSTRUCTIONS - See help in the online application.				
SECTION A. STATEMENT OF OPERATIONS				
ITEM	YEAR-TO-DATE			THIS MONTH (d)
	LAST YEAR (a)	THIS YEAR (b)	BUDGET (c)	
1. Electric Energy Revenues	362,251,971.82	314,389,812.61	348,500,713.00	28,820,509.85
2. Income From Leased Property (Net)	0.00	0.00	0.00	0.00
3. Other Operating Revenue and Income	16,474,972.31	14,317,956.12	14,329,983.00	1,931,239.56
<b>4. Total Operation Revenues &amp; Patronage Capital (1 thru 3)</b>	<b>378,726,944.13</b>	<b>328,707,768.73</b>	<b>362,830,696.00</b>	<b>30,751,749.41</b>
5. Operating Expense - Production - Excluding Fuel	45,917,588.95	40,615,897.44	51,597,933.00	3,844,329.60
6. Operating Expense - Production - Fuel	119,830,956.59	83,938,996.94	111,857,741.00	8,770,013.21
7. Operating Expense - Other Power Supply	37,893,241.29	35,755,697.26	23,851,830.00	1,420,869.01
8. Operating Expense - Transmission	7,118,280.46	5,618,927.40	6,231,088.00	560,002.36
9. Operating Expense - RTO/ISO	1,005,131.71	882,695.64	911,023.00	87,507.88
10. Operating Expense - Distribution	0.00	0.00	0.00	0.00
11. Operating Expense - Customer Accounts	0.00	0.00	0.00	0.00
12. Operating Expense - Customer Service & Information	652,628.27	384,829.54	538,513.00	45,793.65
13. Operating Expense - Sales	136,875.99	134,578.83	101,294.00	31,228.87
14. Operating Expense - Administrative & General	29,163,116.32	30,020,272.43	30,141,318.00	3,638,461.78
<b>15. Total Operation Expense (5 thru 14)</b>	<b>241,717,819.58</b>	<b>197,351,895.48</b>	<b>225,230,740.00</b>	<b>18,398,206.36</b>
16. Maintenance Expense - Production	32,244,612.87	29,973,258.91	35,002,902.00	3,676,376.42
17. Maintenance Expense - Transmission	6,640,686.14	6,820,139.82	7,289,929.00	722,915.55
18. Maintenance Expense - RTO/ISO	0.00	0.00	0.00	0.00
19. Maintenance Expense - Distribution	0.00	0.00	0.00	0.00
20. Maintenance Expense - General Plant	180,788.66	153,811.41	246,843.00	21,976.09
<b>21. Total Maintenance Expense (16 thru 20)</b>	<b>39,066,087.67</b>	<b>36,947,210.14</b>	<b>42,539,674.00</b>	<b>4,421,268.06</b>
22. Depreciation and Amortization Expense	49,355,955.57	54,630,155.77	46,624,650.00	35,606,400.20
23. Taxes	<26,170.26>	<448,297.66>	1,100.00	<178.00>
24. Interest on Long-Term Debt	37,143,611.37	33,982,770.73	36,683,873.00	2,638,021.35
25. Interest Charged to Construction - Credit	<206,529.00>	<589,077.00>	<898,948.00>	<83,334.00>
26. Other Interest Expense	0.00	0.00	0.00	0.00
27. Asset Retirement Obligations	0.00	0.00	0.00	0.00
28. Other Deductions	696,210.98	829,726.36	973,540.00	39,064.37
<b>29. Total Cost Of Electric Service (15 + 21 thru 28)</b>	<b>367,746,985.91</b>	<b>322,704,383.82</b>	<b>351,154,629.00</b>	<b>61,019,448.34</b>
<b>30. Operating Margins (4 less 29)</b>	<b>10,979,958.22</b>	<b>6,003,384.91</b>	<b>11,676,067.00</b>	<b>&lt;30,267,698.93&gt;</b>
31. Interest Income	2,902,915.95	1,272,375.44	2,139,113.00	194,817.88
32. Allowance For Funds Used During Construction	0.00	0.00	0.00	0.00
33. Income (Loss) from Equity Investments	0.00	0.00	0.00	0.00
34. Other Non-operating Income (Net)	334,271.35	513,494.35	270,000.00	43,831.21
35. Generation & Transmission Capital Credits	0.00	0.00	0.00	0.00
36. Other Capital Credits and Patronage Dividends	2,497,479.59	2,405,576.52	2,422,569.00	1,770.05
37. Extraordinary Items	0.00	0.00	0.00	0.00
<b>38. Net Patronage Capital Or Margins (30 thru 37)</b>	<b>16,714,625.11</b>	<b>10,194,831.22</b>	<b>16,507,749.00</b>	<b>&lt;30,027,279.79&gt;</b>

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC POWER SUPPLY          PART A - FINANCIAL</b>	BORROWER DESIGNATION KY0062
	PERIOD ENDED Dec-20
INSTRUCTIONS - See help in the online application.	

**SECTION B. BALANCE SHEET**

ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	1,844,061,796.13	33. Memberships	75.00
2. Construction Work in Progress	44,892,504.09	34. Patronage Capital a. Assigned and Assignable b. Retired This year c. Retired Prior years <b>d. Net Patronage Capital (a-b-c)</b>	0.00
3. <b>Total Utility Plant (1 + 2)</b>	<b>1,888,954,300.22</b>		
4. Accum. Provision for Depreciation and Amort.	1,102,332,626.10		
5. <b>Net Utility Plant (3 - 4)</b>	<b>786,621,674.12</b>		
6. Non-Utility Property (Net)	0.00	35. Operating Margins - Prior Years	<136,089,496.26>
7. Investments in Subsidiary Companies	0.00	36. Operating Margin - Current Year	8,408,961.43
8. Invest. in Assoc. Org. - Patronage Capital	12,038,881.72	37. Non-Operating Margins	656,622,828.81
9. Invest. in Assoc. Org. - Other - General Funds	684,993.00	38. Other Margins and Equities	2,596,142.20
10. Invest. in Assoc. Org. - Other - Nongeneral Funds	0.00	39. <b>Total Margins &amp; Equities (33 + 34d thru 38)</b>	<b>531,538,511.18</b>
11. Investments in Economic Development Projects	10,000.00	40. Long-Term Debt - RUS (Net)	202,926,994.04
12. Other Investments	5,333.85	41. Long-Term Debt - FFB - RUS Guaranteed	39,222,610.40
		42. Long-Term Debt - Other - RUS Guaranteed	0.00
13. Special Funds	9,353,954.67	43. Long-Term Debt - Other (Net)	424,466,650.41
14. <b>Total Other Property And Investments (6 thru 13)</b>	<b>22,093,163.24</b>	44. Long-Term Debt - RUS - Econ. Devel. (Net)	0.00
15. Cash - General Funds	5,355,240.29	45. Payments - Unapplied	0.00
16. Cash - Construction Funds - Trustee	353,000.00	46. <b>Total Long-Term Debt (40 thru 44-45)</b>	<b>666,616,254.85</b>
17. Special Deposits	950,549.41	47. Obligations Under Capital Leases - Noncurrent	0.00
18. Temporary Investments	21,647,393.98	48. Accumulated Operating Provisions and Asset Retirement Obligations	58,884,892.61
19. Notes Receivable (Net)	0.00	49. <b>Total Other NonCurrent Liabilities (47 +48)</b>	<b>58,884,892.61</b>
20. Accounts Receivable - Sales of Energy (Net)	34,685,908.92	50. Notes Payable	0.00
21. Accounts Receivable - Other (Net)	6,009,913.00	51. Accounts Payable	27,247,951.92
22. Fuel Stock	20,390,800.27		
23. Renewable Energy Credits	0.00	52. Current Maturities Long-Term Debt	32,961,719.95
24. Materials and Supplies - Other	17,457,505.50	53. Current Maturities Long-Term Debt - Rural Development	0.00
25. Prepayments	5,126,956.98	54. Current Maturities Capital Leases	0.00
26. Other Current and Accrued Assets	42,314.37	55. Taxes Accrued	378,450.80
27. <b>Total Current And Accrued Assets (15 thru 26)</b>	<b>112,019,582.72</b>	56. Interest Accrued	903,113.53
28. Unamortized Debt Discount & Extraor. Prop. Losses	3,285,219.38	57. Other Current and Accrued Liabilities	8,966,666.89
29. Regulatory Assets	435,251,556.04	58. <b>Total Current &amp; Accrued Liabilities (50 thru 57)</b>	<b>70,457,903.09</b>
30. Other Deferred Debits	1,800,152.11		
31. Accumulated Deferred Income Taxes	0.00	59. Deferred Credits	33,573,785.88
32. <b>Total Assets And Other Debits (5+14+27 thru 31)</b>	<b>1,361,071,347.61</b>	60. Accumulated Deferred Income Taxes	0.00
		61. <b>Total Liabilities and Other Credits (39 + 46 + 49 + 58 thru 60)</b>	<b>1,361,071,347.61</b>

RUS Financial and Operating Report Electric Power Supply Part A - Financial

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