

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

RE/BORROWER DESIGNATION

County of Madison, State of Indiana
Municipality of Madison

THE WITHIN SUPPLEMENTAL AGREEMENT DATED JULY 11, 1968 TO INTERCOMMUNITY

AGREEMENT DATED MAY 1, 1968 BETWEEN BIG LITTLE ROCK, THE RICE
POWER DIVISION OF THE LOUISIANA STATE POWER BOARD, THE BOARD OF
REGULATORS OF THE STATE OF MISSISSIPPI, THE BOARD OF
REGULATORS OF THE STATE OF ALABAMA, POWER COOP, AND THE CITY OF HENDERSON,

SUBMITTED BY THE ABOVE DESIGNATED BORROWERS PURSUANT TO THE
TERMS OF THE LOAN CONTRACT IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.

DATED

July 11, 1968


FOR THE ADMINISTRATOR

SUPPLEMENT NO. 1
TO INTERCONNECTION AGREEMENT
DATED APRIL 1, 1968

THIS AGREEMENT, made and entered into and to become effective July 1, 1968, by and between BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION, SOUTHERN ILLINOIS POWER COOPERATIVE and HENDERSON MUNICIPAL POWER & LIGHT; which supplement shall become a part of, and be incorporated in, the Interconnection Agreement previously executed by the parties and Hoosier Energy Division, Indiana State-wide Rural Electric, Inc.

::W I T N E S S E T H ::

WHEREAS, Southern Illinois and Big Rivers and Henderson Municipal Power and Light and Big Rivers Rural Electric Cooperative Corporation had previously contracted for sale and purchase of power in contracts previously executed on June 25, 1965, and September 1, 1965, respectively; which contracts were voided and superseded by the Interconnection Agreement dated April 1, 1968; and

WHEREAS, the previous contract provided for the sale and purchase of interim power between the parties by proper written tenders for the purchase of, and acceptance of, the same by the affected parties; and

WHEREAS, tenders had been previously executed between Big Rivers and Southern Illinois Power and purchase by Big Rivers

of 10 MW of Interim Capacity commencing July 1, 1968 and tenders had been previously executed between Big Rivers RECC and Henderson Municipal Power & Light providing for the sale by Henderson and purchase by Big Rivers of 13 MW of Interim Capacity commencing July 1, 1968; by which mutual agreement between Big Rivers and Henderson was revised to provide for 7 MW of Interim Capacity commencing September 1, 1968; and

WHEREAS, by oversight no provision was made for the transactions between the parties hereinabove mentioned for the tenders and sale and purchase of Interim Capacity in the Interconnection Agreement and the parties now desire to supplement the Interconnection Agreement for the purposes of re-affirming the Agreements mentioned hereinabove.

NOW, THEREFORE, the parties hereto mutually agree that the Interconnection Agreement dated April 1, 1968 will be supplemented to contain the following provisions for the sale of and purchase of interim power as hereinafter provided.

1. Southern Illinois will sell, and Big Rivers will purchase, 10 MW of capacity with all associated energy as required by Big Rivers. Delivery shall commence on July 1, 1968 and continue through June 30, 1969. Delivery by Southern Illinois shall be as scheduled by Big Rivers to the points of interconnection as contained in Exhibit A of the Interconnection Agreement. Compensation shall be the same as provided for in Article 9.01 "Compensation for Equalization Power and Energy" of the Interconnection Agreement.

2. Henderson will sell, and Big Rivers will purchase, 7 MW of capacity with all associated energy as required by Big Rivers. Delivery shall commence on September 1, 1968 and continue through August 31, 1969. Delivery by Henderson shall be as scheduled by Big Rivers to the points of interconnection as contained in Exhibit A of the Interconnection Agreement. Compensation shall be the same as provided for in Article 9.01 "Compensation for Equalization Power and Energy" of the Interconnection Agreement.

All of the terms and conditions contained in the Interconnection Agreement shall apply to this Supplement No. 1 to the Agreement aforesaid and this Supplement shall become a part of, and incorporated in, the Interconnection Agreement as if the same had been fully existed therein prior to execution thereof.

This Agreement is subject to the approval of all regulatory bodies having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have caused this Supplement No. 1 Agreement and the Interconnection Agreement have hereunto set their hands on the day and year first above written.

SOUTHERN ILLINOIS POWER COOPERATIVE

BY: *T. R. Douglas*
President

WITNESSES:

[Signature]
Secretary

CITY OF HENDERSON

BY: _____

Mayor

WITNESSES:

Secretary

UTILITY COMMISSION
CITY OF HENDERSON, KENTUCKY

By: John W. Stotter
Chairman

ATTEST:

Jack M. Jaffe
Secretary

BIG RIVERS RURAL ELECTRIC COOPERATIVE
CORPORATION

By: Robert Reid Sr.
President

ATTEST:

W. B. Wilson
Secretary

HOOISIER ENERGY DIVISION,
INDIANA STATEWIDE RURAL ELECTRIC, INC.

By: Timothy Barnett
Chairman

ATTEST:

Walter Underwood
Secretary

STATE OF Indiana

COUNTY OF Monroe ...SCT

I, _____ a Notary Public in and for the state and county aforesaid, do hereby certify that on this day personally appeared before me _____ as president and _____ as secretary of Indiana Statewide Rural Electric, Inc., Hoosier Energy Division, who each signed and acknowledged the foregoing as said president and secretary to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 1968.

My commission expires _____

Notary Public, Monroe County, Indiana

(SEAL)

STATE OF ILLINOIS
COUNTY OF UNION...SCT.

I, Carl R. Eddleman a Notary Public in and for the state and county aforesaid, do hereby certify that on this day personally appeared before me R.P. Douglas as president and R.S. Nott as secretary of Southern Illinois Power Cooperative, who signed and acknowledged the foregoing as said president and secretary to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

Given under my hand and seal of office this 27 day of June, 1968.

My commission expires 8-7-69

Carl R. Eddleman
Notary Public, Union County, Illinois

(SEAL)

STATE OF KENTUCKY

COUNTY OF HENDERSON...SCT

I, W. C. [Signature] a Notary Public in and for the state and county aforesaid, do hereby certify that on this day appeared before me John H. [Signature] and Jack M. [Signature] personally known to me to be the chairman and secretary of the Utility Commission of the City of Henderson, Kentucky, who signed and acknowledged the foregoing instrument to be their own free and authorized act and deed.

Given under my hand and seal of office this 9th day of July 1968.

My commission expires _____

(SEAL)

W. C. [Signature]
Notary Public, Henderson County, Kentucky

STATE OF KENTUCKY

COUNTY OF HENDERSON...SCT

I, _____ a notary public in and for the state and county aforesaid, do hereby certify that on this day appeared before me _____ and _____ personally known to me to be the Mayor and City Clerk of the City of Henderson, Kentucky who signed and acknowledged the foregoing as said Mayor and City Clerk to be their free and voluntary act and deed and the free and voluntary act and deed of said City of Henderson.

Given under my hand and seal of office this _____ day of _____, 1968.

My commission expires _____

Notary Public, Henderson County, Ky.

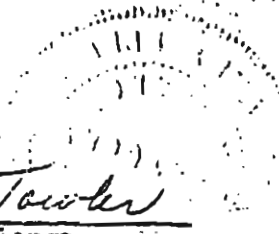
STATE OF KENTUCKY

COUNTY OF HENDERSON...SCT.

I, Dorothy D. Towler, a notary public in and for the state and county aforesaid, do hereby certify that on this day personally appeared before me Robert Reid, Sr., as president and D. B. Wilson as secretary of Big Rivers Rural Electric Cooperative Corporation, who signed and acknowledged the foregoing as said president and secretary to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation

Given under my hand and seal of office this 21 day of June, 1968.

My commission expires October 25, 1968.

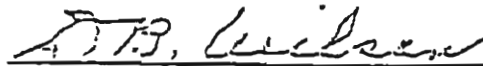

Dorothy D. Towler
Notary Public, Ky. at large

EXCERPT FROM MINUTES OF REGULAR MEETING OF BOARD OF
DIRECTORS OF BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION
HELD ON FRIDAY, JUNE 21, 1968 IN HENDERSON, KENTUCKY

The Manager presented Supplemental No. 1 to the Interconnection Agreement between Southern Illinois Power Cooperative, Hoosier Energy, Henderson M. P. & L. and Big Rivers. Supplemental No. 1 provides for the purchase of capacity by Big Rivers in the amount of 10,000 KW from Southern Illinois commencing July 1, 1968 and ending June 30, 1969; and 7,000 KW from Henderson M. P. & L. commencing September 1, 1968 and ending August 31, 1969. This purchase had previously been effected under terms of the contracts between Southern Illinois Power Cooperative and Big Rivers, and Henderson M. P. & L. and Big Rivers. The purchases were unintentionally deleted with the execution of the Interconnection Agreement. Upon motion of Robert D. Green, seconded by John R. Hardin it was moved that Supplemental #1 to the Interconnection Agreement between Southern Illinois Power Cooperative, Hoosier Energy, Henderson M. P. & L. and Big Rivers be approved.

Motion carried.

I, D. B. Wilson, Secretary
of Big Rivers Rural Electric Cooperative
Corporation, do hereby certify that
the foregoing is a true and correct
excerpt from minutes of Regular Meeting
held in Henderson, Kentucky, on
June 21, 1968.



D.B. Wilson, Secretary

EXCERPTS FROM MINUTES OF REGULAR
MEETING OF CITY UTILITY COMMISSION,
IN REGULAR SESSION ASSEMBLED ON JULY
9, 1968.

The Superintendent presented Supplemental No. 1 to the Interconnection Agreement between Southern Illinois Power Cooperative, Hoosier Energy, Henderson M. P. & L. and Big Rivers. Supplemental No. 1 provides for the purchase of capacity by Big Rivers in the amount of 7,000 KW from Henderson M. P. & L.

Upon motion of Jack Taylor, seconded by Louis B. Hatchett, it was moved that Supplemental No. 1 to the Interconnection Agreement between Southern Illinois Power Cooperative, Hoosier Energy, Henderson M. P. & L. and Big Rivers be approved.

Motion carried.

I, Jack Taylor, Secretary of the City Utility Commission do hereby certify that the foregoing is a true and correct copy of excerpt from the minutes of regular meeting held in Henderson on July 9, 1968.

Jack Taylor

Jack Taylor, Secretary



City of Henderson

CITY BUILDING

HENDERSON, KENTUCKY 42420

July 17, 1968

Mr. Bill Perry, Superintendent
Municipal Light & Power System
Henderson, Kentucky

Re: Legal Opinion - Supplemental changes
in Interconnection Agreement

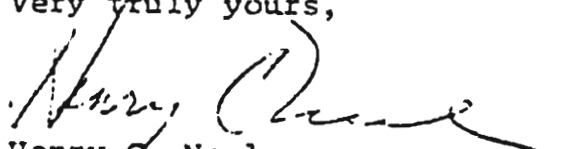
Dear Bill:

Reference is made to your recent request for a legal opinion as to the necessity of official approval by resolution of the Board of Commissioners for minor changes of the Interconnection Agreement in regard to interim power. I call your attention to KRS 96.530, as amended, which states in part as follows:

"...The Utility Commission shall have absolute control of the plant in every respect, including its operation and fiscal management and the regulation of rates, except that in fixing rates the commission shall be governed by the provisions of KRS 96.430..."

With the exception of the issuance of bonds or the application of surplus revenues, the day to day management of the plant, including the sale of power, is subject to the control of the Utility Commission, in my opinion. Therefore, I see no necessity to require the approval of these supplemental agreements by the Board of Commissioners.

Very truly yours,


Henry G. Neel
City Attorney

HGN:ijs

**RESOLUTION 57 - 1968
DOCUMENT NO. 373**

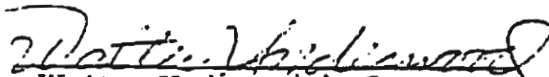
BE IT RESOLVED that Supplement No. 1 to Inter-connection Agreement as presented between The Hooper Energy Division, Big Rivers Rural Electric Cooperative Corporation, Southern Illinois Power Cooperative Corporation, and City of Henderson Utility Commission, providing for the purchase of capacity by Big Rivers in the amount of 10,000 KW from Southern Illinois commencing July 1, 1968, and ending June 30, 1969, and 7,000 KW from Henderson M. P. & L. commencing September 1, 1968, and ending August 31, 1969, be and the same is approved.

BE IT FURTHER RESOLVED that the Chairman, Dewey Barnett, and the Secretary, Walter Underwood, be and they are hereby authorized to execute said Agreement.

CERTIFICATION

I, Walter Underwood, do hereby certify that I am the duly elected, qualified and acting Secretary of The Hoosier Energy Division, Indiana Statewide Rural Electric Cooperative, Inc., and that the above and foregoing is a true, correct and complete copy of Resolution 57 - 1968, adopted by the Operating Committee of The Hoosier Energy Division, Indiana Statewide Rural Electric Cooperative, Inc., at a meeting of the Operating Committee held August 12,
1963.

Dated this 12th day of Aug,
1968.


Walter Underwood, Secretary

SOUTHERN ILLINOIS POWER COOPERATIVE

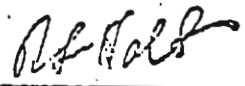
MARION, ILLINOIS

RESOLUTION

Manager Clevenger discussed the necessity of a supplemental agreement to the original Pool Contract following which, upon motion of Mr. Webb, seconded by Mr. Bradley, the Board unanimously authorized execution of Supplemental #1 to Interconnection Agreement of Southern Illinois Power Cooperative, City of Henderson, Kentucky, Big Rivers Rural Electric Cooperative Corporation, and Hoosier Energy Division, Indiana Statewide Rural Electric, Inc., which provided for sale by SIPC of 10,000 KW to Big Rivers and the of 7,000 KW by the City of Henderson to Big Rivers.

CERTIFICATION

I, R. S. Holt, Secretary of the Southern Illinois Power Cooperative, do hereby certify that the foregoing is a true and correct copy of a resolution from the minutes of the regular June board meeting held on June 27, 1968, by the Board of Directors of the Southern Illinois Power Cooperative.



R. S. HOLT, SECRETARY
SOUTHERN ILLINOIS POWER
COOPERATIVE

DATE: 7/8/68