

U.S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

Kentucky, 62 Big Rivers
Indiana, 106 Statewide
Illinois, 50, City

REBORROWER DESIGNATION

THE WITHIN Amendment to Interconnection Agreement dated

October 13, 1981, between Big Rivers Electric Corporation,
Coastal Energy Rural Electric Cooperative, Inc., Southern
Illinois Power Cooperative and the City of Henderson, Kentucky

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

DATED

John W. Smith
DIRECTOR

1/3/82

AGREEMENT

THIS AGREEMENT, executed this 31st day of August, 1981, by and between Big Rivers Electric Corporation, of Henderson, Kentucky, hereinafter referred to as "Big Rivers", Hoosier Energy Rural Electric Cooperative, Inc., of Bloomington, Indiana, hereinafter referred to as "Hoosier", and Southern Illinois Power Cooperative, of Marion, Illinois, hereinafter referred to as "SIPC",

WITNESSETH:

WHEREAS, on April 1, 1968, the parties hereto, and the City of Henderson, Kentucky, acting through its Utility Commission, entered into an Interconnection Agreement, which has been amended and supplemented, and,

WHEREAS, on the 31st day of August, 1981, all four said parties to said Interconnection Agreement executed a "Stipulation" as an addendum to the said Interconnection Agreement for the protection of the City of Henderson under a special ruling of the Internal Revenue Service, dated January 26, 1971, and,

WHEREAS, Big Rivers, by its location and other contractual arrangements with the City of Henderson, is in the position to have knowledge of any activities of the City of Henderson and its Utility Commission relating to the subject of the said "Stipulation".

IT IS, THEREFORE, MUTUALLY AGREED that in consideration of the execution of the said "Stipulation" by Hoosier and SIPC, Big Rivers shall be obligated, at any time during the term of said Interconnection Agreement, to immediately inform Hoosier and SIPC by telephone or microwave, followed by written communication, of any proposed activity, engagement or action of the City of Henderson that would adversely affect the performance or the benefits to Hoosier, Big Rivers, or SIPC under the said Interconnection Agreement, as amended and supplemented.

IT IS FURTHER STIPULATED AND AGREED that Big Rivers shall not engage in any action under the said "Stipulation" that would deter the performance of Big Rivers, Hoosier, or SIPC under the said Interconnection Agreement, dated April 1, 1968, as amended and supplemented.

This agreement shall also obligate Hoosier and SIPC to immediately communicate to Big Rivers and to each other any fact or proposed plan or action, of which they have knowledge, which would reasonably be considered to adversely affect the performance of any of the parties under the said Interconnection Agreement and they each likewise agree to refrain from participation in any deleterious plan or action.

It is the purpose of this agreement only to assure the smooth and most effectual function of the Interconnection Agreement of April 1, 1968, as amended and supplemented and to further the stated purpose of said contract.

IN WITNESS WHEREOF, Big Rivers, Hoosier, and SIPC have each executed this agreement by their respective duly authorized officers, pursuant to proper corporate authority, the date first above written.

ATTEST:



Loyal Brack
Secretary

BIG RIVERS ELECTRIC CORPORATION

BY: Morton Henshaw
President

ATTEST:

John Memering
Secretary

HOOSIER ENERGY RURAL ELECTRIC COOPERATIVE, INC.

BY: Ronald Perwin
President

ATTEST:

Richard Mosby
Secretary

SOUTHERN ILLINOIS POWER COOPERATIVE

BY: Logan C. Lentz
President