

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT ("*Amendment*"), dated July 16, 2009 (the "*Amendment Effective Date*"), by and among (a) BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric generation and transmission cooperative ("*Big Rivers*"), (b) LG&E ENERGY MARKETING INC., an Oklahoma corporation ("*LEM*"), and WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation ("*WKEC*") and the successor by merger of (i) WKE Corp., a Kentucky corporation ("*WKE*"), and (ii) WKE Station Two Inc., a Kentucky corporation ("*Station Two Subsidiary*") (WKEC, together with LEM, the "*E.ON Station Two Parties*"), and (c) the CITY OF HENDERSON, KENTUCKY (the "*City of Henderson*") and the CITY OF HENDERSON UTILITY COMMISSION, d/b/a HENDERSON MUNICIPAL POWER & LIGHT (the "*City Utility Commission*") (collectively, the "*Parties*").

RECITALS:

A. Prior to the effectiveness of the Plan of Reorganization (defined below), Big Rivers operated a two unit electric Generating Plant owned by the City of Henderson ("*Station Two*"), and purchased a certain portion of the output of such facility.

B. In accordance with the First Amended Plan of Reorganization in Big River's bankruptcy proceeding, as modified and restated on June 9, 1997 (as so modified, the "*Plan of Reorganization*"), Big Rivers, LEM, Station Two Subsidiary and WKEC entered into a New Participation Agreement, dated April 6, 1998 (as amended, the "*Participation Agreement*") and certain other documents.

C. In accordance with the Participation Agreement, upon the closing of the transactions contemplated therein on July 15, 1998, Station Two Subsidiary assumed certain of Big Rivers' operational responsibilities with respect to Station Two, and WKEC, LEM, Station Two Subsidiary, the City of Henderson, the City Utility Commission, Big Rivers and E.ON U.S. LLC, the indirect parent company of WKEC and LEM and the successor to LG&E Energy Corp. ("*E.ON*"), executed and delivered certain agreements, including the "*Station Two Agreement*" (as hereinafter defined), creating (among other rights and responsibilities) certain interests in favor of one or more of the E.ON Station Two Parties with respect to Station Two, certain of the energy generated thereby, and the land on which Station Two is situated and to which it is adjacent.

D. Prior to the date hereof, WKE and Station Two Subsidiary were merged with and into WKEC in accordance with Kentucky law, with WKEC being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE and Station Two Subsidiary, respectively, including without limitation, their respective rights, debts, obligations and liabilities relating to Station Two.

E. Big Rivers, the E.ON Station Two Parties and E.ON have concluded that it is in their respective best interests to terminate and release between and among them the property interests and contractual relationships between them created by the Participation Agreement, the Station Two Agreement and the other "Operative Documents" (as defined in the Participation Agreement), and have each executed and delivered a Transaction Termination Agreement dated as of March 26, 2007, as amended (the "*Transaction Termination Agreement*"), setting forth the terms and conditions upon which Big Rivers, the E.ON Station Two Parties and E.ON are willing to terminate and release such property interests and contractual relationships between them (collectively, the "*Unwind Transactions*").

F. In order to effect the Unwind Transaction among them with respect to Station Two, the E.ON Station Two Parties and Big Rivers have requested that the City of Henderson and the City Utility Commission agree to amend the Station Two Agreement by accelerating, to the Amendment Effective Date, the date on which the Station Two Agreement will expire in accordance with its terms, subject to such provisions of the Station Two Agreement which, by their express terms, survive the expiration of the Station Two Agreement.

G. As an inducement for the City of Henderson and the City Utility Commission to agree to that amendment, WKEC has agreed to pay to the City Utility Commission a "*Termination Payment*" as provided for in Section 2.1 of this Amendment.

H. The City of Henderson and the City Utility Commission have decided to accommodate the Unwind Transactions by entering into this Amendment with the other Parties, thereby amending the Station Two Agreement to provide for its early expiration on and as of the Amendment Effective Date, upon the terms and subject to the conditions set forth in this Amendment, including without limitation, in exchange for WKEC's payment to the City Utility Commission of the Termination Payment as provided in Section 2.1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties each agree as follows, effective immediately:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. As used in this Amendment, the "*Station Two Agreement*" shall mean the Agreement and Amendments to Agreement dated as of July 15, 1998, as amended, among the City of Henderson, the City Utility Commission, Big Rivers, LEM and WKEC (for itself and as successor to WKE and Station Two Subsidiary), including without limitation, as amended by the Amendatory Agreement, dated as of April 1, 2005, among the City of Henderson, the City Utility Commission, Big Rivers, WKEC (for itself and as successor to WKE and Station Two Subsidiary) and LEM. Capitalized terms used in this Amendment (including the Recitals hereto) and not otherwise defined herein shall have the meanings set forth in the Station Two Agreement.

ARTICLE 2

CONSIDERATION TO CITY OF HENDERSON AND CITY UTILITY COMMISSION

Section 2.1 Termination Payment. As a material inducement for the execution and delivery of this Second Amendatory Agreement by the City of Henderson and the City Utility Commission, thereby (among the other transactions contemplated in this Second Amendatory Agreement) agreeing to the reassignment of the Station Two Contracts to Big Rivers Electric Corporation, WKEC has paid to the City Utility Commission, contemporaneous with the execution and delivery of this Amendment on the Amendment Effective Date, the amount of FOURTEEN MILLION SIX HUNDRED THOUSAND DOLLARS (\$14,600,000.00) in immediately available funds, the receipt of which is hereby acknowledged by the City Utility Commission (the "*Termination Payment*").

ARTICLE 3

AMENDMENTS TO STATION TWO AGREEMENT

Section 3.1 Amendment to Section 9.3. Section 9.3 of the Station Two Agreement is hereby amended to be and read in its entirety as follows:

"9.3 Term of Assignment. The term (the "Phase II Assignment Term") of the assignment by Big Rivers to Station Two Subsidiary, its successors and permitted assigns, of certain rights and obligations under the Assigned Station Two Contracts, as contemplated in Section 9.1 of this Agreement, shall commence on the Phase II Effective Date and shall end at and as of 11:59:59 P.M. Eastern Standard Time, on July [16], 2009."

Section 3.2 Acknowledgments. The Parties acknowledge and agree that, by virtue of the amendments effected pursuant to Section 3.1 above, and by virtue of Section 2.4 of the Station Two Agreement, the Station Two Agreement shall expire at and as of 11:59:59 P.M. Eastern Standard Time, on July [16], 2009 (the "*Expiration Date*") for all purposes contemplated in the Station Two Agreement, in the G&A Allocation Agreement, in the New Reserves Agreement and in the Guaranty, in each case without notice or further action on the part of any Party, including without limitation, as contemplated in Section 10.16 of the Station Two Agreement for the purpose of effecting the automatic reversion and assignment to Big Rivers provided for therein. Consistent with the foregoing, the Expiration Date shall be deemed to be the "date of expiration" and the "expiration date" of the Station Two Agreement, and the "date the Station Two Agreement expires", as those terms are used in the Station Two Agreement and in the G&A Allocation Agreement, the New Reserves Agreement and the Guaranty. Notwithstanding the foregoing provisions of this Section 3.2, the Parties agree that the expiration of the Station Two Agreement as contemplated above shall not be deemed to affect those provisions of the Station Two Agreement, the G&A Allocation Agreement, the New Reserves Agreement and/or the Guaranty which, by their terms, are to continue in force and effect following the expiration of the Station Two Agreement.

ARTICLE 4

STATION TWO TERMINATED DOCUMENTS; MORTGAGE RELEASES

Section 4.1 Termination. Effective immediately, and without notice or further action on the part of any Party, each of Big Rivers, the City of Henderson, the City Utility Commission and the E.ON Station Two Parties, for themselves and their respective successors, predecessors and assigns, and for all other persons or entities claiming by, through or under them, hereby collectively and irrevocably terminate, discharge and render null and void and of no further force or effect whatsoever each of the easements, agreements and other instruments and documents set forth or identified on Schedule 4.1 hereto (collectively, the “*Station Two Terminated Documents*”) to which such Parties are signatories or beneficiaries; provided, that the foregoing shall not be deemed to relieve any E.ON Station Two Party or Big Rivers, on the one hand, or the City of Henderson or the City Utility Commission, on the other hand, of or from any obligation(s) to the others resulting from or arising out of its breach or default under a Station Two Terminated Document occurring prior to the Amendment Effective Date.

Section 4.2 Filing of Releases and Termination Statements. On the Amendment Effective Date, and consistent with the last sentence of Subsection 10.11(a) of the Station Two Agreement, the relevant Parties agree to execute and deliver to the appropriate Party or Parties for purposes of recording or filing the same: (a) terminations of easements and rights of way in the forms attached hereto as Exhibits A-1 and A-2, (b) a termination of Assignment of Easements in the form attached hereto as Exhibit A-3, and (c) all such other instruments of termination or discharge (in form reasonably satisfactory to the relevant Parties) as shall be required by or otherwise provided for in any Station Two Terminated Document, or as shall be reasonably requested by any Party, to evidence such termination and discharge or for the purpose of updating the real estate records of Henderson County, Kentucky, in respect of the terminations and discharges of the Station Two Terminated Documents as contemplated herein.

Section 4.3 Releases of Mortgages and Security Agreements. Each of the E.ON Station Two Parties and Big Rivers, as applicable, severally agrees with the City of Henderson and the City Utility Commission (a) to execute and deliver on the Amendment Effective Date written releases of mortgages and security agreements in the forms attached hereto as Exhibits B-1 and B-2, respectively, (“*Mortgage Releases*”), sufficient to terminate, release and discharge in their entirety (i) the Mortgage and Security Agreement, dated July 15, 1998, by Big Rivers in favor of LEM and WKEC (for itself and as successor to Station two Subsidiary and WKE), and (ii) the Mortgage and Security Agreement (LEM Mortgage), dated July 15, 1998, by Big Rivers in favor of LEM and WKEC (for itself and as successor to Station Two Subsidiary and WKE), (b) to execute and deliver on the Amendment Effective Date terminations of security interests under financing statements filed under the Kentucky Uniform Commercial Code in the forms attached hereto as Exhibits B-3 and B-4, respectively (“*Security Interest Terminations*”), and (c) promptly following the execution and delivery of this Amendment, to file those Mortgage Releases and Security Interest Terminations, together with all other terminations of security interests under Financing Statements (fixture filings) filed under the Kentucky Uniform Commercial Code in connection with the Mortgage and Security Agreements described above (or either of them), in Henderson County, Kentucky or in the office of the Secretary of State of the Commonwealth of Kentucky, as applicable, in order to terminate, release and discharge of

record any mortgages, fixture filings or other security interests created by or in connection with the Mortgage and Security Agreements described above (or either of them).

ARTICLE 5

RELEASED STATION TWO DOCUMENTS

Section 5.1 Released Station Two Documents. Schedule 5.1 attached hereto sets forth or identifies certain agreements and easements to which Big Rivers, one or more of the E.ON Station Two Parties, the City of Henderson and/or the City Utility Commission (among other parties) are parties as of the date hereof (collectively, the “*Released Station Two Documents*”).

Section 5.2 Releases of E.ON Station Two Parties by City of Henderson, City Utility Commission and Big Rivers; Releases of City of Henderson, City Utility Commission and Big Rivers by E.ON Station Two Parties. In light of the Parties’ intentions that the Released Station Two Documents continue in force and effect following the Amendment Effective Date as between or among the City of Henderson, the City Utility Commission and Big Rivers (in certain cases among other parties), but that the E.ON Station Two Parties, on the one hand, and the City of Henderson, the City Utility Commission and Big Rivers, on the other hand, be relieved by the others from further obligation under those documents arising or accruing following the Amendment Effective Dates, and that no E.ON Station Two Party shall have any right or interest under those documents following the Amendment Effective Date, the E.ON Station Two Parties, the City of Henderson, the City Utility Commission and Big Rivers agree with the others as follows:

(a) effective immediately, and without notice or further action on the part of any Party, the City of Henderson, the City Utility Commission and Big Rivers, for themselves and their respective successors, predecessors and assigns, and for all other persons or entities claiming by, through or under any of them, hereby fully, irrevocably and forever remise, release, acquit, waive and discharge each of LEM and WKEC, and their respective members, shareholders, directors, officers, employees, agents, representatives, advisors, successors, predecessors and assigns, and each of them, of and from any and all debts, obligations or liabilities of any nature whatsoever, whether in contract, in equity, in tort or otherwise, whether known or unknown, whether accrued or unaccrued, and whether fixed, contingent or otherwise (collectively, “*Claims*”), which the City of Henderson, the City Utility Commission or Big Rivers ever had, now have, may now have or may hereafter have against LEM or WKEC, resulting from, arising out of or in any manner relating to the Released Station Two Documents (or any of them); provided, that the foregoing provisions of this Subsection (a) shall not be deemed to remise, release, acquit, waive or discharge LEM or WKEC of or from any Claims resulting from or arising out of any breach or default on the part of LEM or WKEC under or pursuant to a Released Station Two Document occurring prior to the Amendment Effective Date;

(b) effective immediately, and without notice or further action on the part of any Party, LEM and WKEC, for themselves and their respective successors, predecessors and assigns, and for all other persons or entities claiming by, through or under any of

them, hereby fully, irrevocably and forever remise, release, acquit, waive and discharge each of the City of Henderson, the City Utility Commission and Big Rivers, and their respective directors, officers, employees, agents, representatives, advisors, successors, predecessors and assigns, and each of them, of and from any and all Claims which LEM or WKEC ever had, now have, may now have or may hereafter have against the City of Henderson, the City Utility Commission or Big Rivers, resulting from, arising out of or in any manner relating to the Released Station Two Documents (or any of them); provided, that the foregoing provisions of this Subsection (b) shall not be deemed to remise, release, acquit, waive or discharge the City of Henderson, the City Utility Commission or Big Rivers of or from any Claims resulting from or arising out of any breach or default on the part of the City of Henderson, the City Utility Commission or Big Rivers under or pursuant to a Released Station Two Document occurring prior to the Amendment Effective Date; and

(c) On the Amendment Effective Date, the appropriate E.ON Station Two Party or Parties agree to execute and deliver to the appropriate Party or Parties for purposes of recording or filing the same releases of the Deed of Easement and Grant of Rights and Easements in the forms attached hereto as Exhibits B-5 and B-6, respectively, and such appropriate Party or Parties agree to promptly following the execution and delivery of this Amendment file such releases in Henderson County, Kentucky.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of the E.ON Station Two Parties. Each of the E.ON Station Two Parties hereby severally represents and warrants to Big Rivers, the City of Henderson and the City Utility Commission that:

(a) Organization and Existence. Each of the E.ON Station Two Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and WKEC is duly qualified to transact business as a foreign corporation in any jurisdiction where the nature of its business and its activities require it to be so qualified. LEM is qualified to transact business as a foreign corporation in (i) any jurisdiction where the nature of its business and its activities require it to be so qualified and (ii) in the Commonwealth of Kentucky.

(b) Execution, Delivery and Binding Effect. This Amendment has been duly authorized, executed and delivered by each E.ON Station Two Party and, assuming the due authorization, execution and delivery hereof by Big Rivers, the City of Henderson and the City Utility Commission, constitutes a legal, valid and binding obligation of each E.ON Station Two Party, enforceable against each such E.ON Station Two Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity.

(c) No Violation. The execution and delivery of this Amendment by each E.ON Station Two Party, the consummation by each E.ON Station Two Party of the transactions contemplated hereby, and the compliance by each E.ON Station Two Party with the terms and provisions hereof, do not and will not (i) contravene any Applicable Laws or its organizational documents or by-laws, or (ii) contravene the provisions of, or constitute a default (or an event which, with notice or the passage of time, or both, would constitute a default) by it under, any indenture, mortgage or other material contract, agreement or instrument to which any E.ON Station Two Party is a party or by which any E.ON Station Two Party, or its property, is bound, or result in the creation of any lien on the property of any E.ON Station Two Party.

(d) No Required Consents. All consents, approvals, resolutions, authorizations, actions or orders, including those which must be obtained from any Governmental Entities, required for the authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Amendment by any E.ON Station Two Party have been obtained prior to the date hereof.

Section 6.2 Representations and Warranties of Big Rivers. Big Rivers hereby represents and warrants to each of the E.ON Station Two Parties, the City of Henderson and the City Utility Commission that:

(a) Organization and Existence. Big Rivers is a rural electric cooperative duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky, and is duly licensed or qualified and in good standing in each jurisdiction where the nature of its business and its activities requires it to be so qualified.

(b) Authorization, Execution, Binding Effect. This Amendment has been duly authorized, executed and delivered by all necessary cooperative action by Big Rivers and, assuming the due authorization, execution and delivery hereof by each E.ON Station Two Party, the City of Henderson and the City Utility Commission, constitutes the legal, valid and binding obligation of Big Rivers, enforceable against Big Rivers in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity.

(c) No Violation. The execution, delivery and performance by Big Rivers of this Amendment, the consummation by Big Rivers of the transactions contemplated hereby, and the compliance by Big Rivers with the terms and provisions hereof, do not and will not (i) contravene any Applicable Laws or Big Rivers' Articles of Incorporation or By-Laws, or (ii) contravene the provisions of, or constitute a default (or an event which, with notice or the passage of time, or both, would constitute a default) by it under, any indenture, mortgage or other material contract, agreement or instrument to which Big Rivers is a party or by which Big Rivers, or its property, is bound, or result in the creation of any lien on the property of Big Rivers.

(d) No Required Consents. All consents, approvals, resolutions, authorizations, actions or orders, including, those which must be obtained from any

Governmental Entities, required for the authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Amendment by Big Rivers have been obtained prior to the date hereof.

Section 6.3 Representations and Warranties of the City of Henderson and the City Utility Commission. The City of Henderson and the City Utility Commission hereby severally represent and warrant to each of the E.ON Station Two Parties and Big Rivers that:

(a) Organization and Existence. The City of Henderson is a municipal corporation and city of the second class duly organized and existing under the laws of the Commonwealth of Kentucky. The City Utility Commission is a public body politic and corporate duly organized and existing under Kentucky Revised Statutes § 96.530 and related statutes.

(b) Authorization, Execution, Binding Effect. This Amendment has been duly authorized, executed and delivered by the City of Henderson and the City Utility Commission, and, assuming the due authorization, execution and delivery hereof by each E.ON Station Two Party and Big Rivers, constitutes the legal, valid and binding obligation of the City of Henderson and the City Utility Commission, enforceable against the City of Henderson and the City Utility Commission in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity.

(c) No Violation. The execution, delivery and performance by the City of Henderson and the City Utility Commission of this Amendment, the consummation by the City of Henderson and the City Utility Commission of the transactions contemplated hereby, and the compliance by the City of Henderson and the City Utility Commission with the terms and provisions hereof, do not and will not (i) contravene any Applicable Laws, or (ii) contravene the provisions of, or constitute a default (or an event which, with notice or the passage of time, or both, would constitute a default) by it under, any indenture, mortgage or other material contract, agreement or instrument to which the City of Henderson or the City Utility Commission is a party or by which the City of Henderson or the City Utility Commission, or its property, is bound, or result in the creation of any lien on the property of the City of Henderson or the City Utility Commission.

(d) No Required Consents. All consents, approvals, resolutions, authorizations, actions or orders, including, those which must be obtained from any Governmental Entities, required for the authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Amendment by the City of Henderson and the City Utility Commission have been obtained prior to the date hereof.

ARTICLE 7

SO2 ALLOWANCES AND NOx ALLOWANCES

Section 7.1 Allowances under Station Two Contracts. Big Rivers agrees with the City of Henderson and the City Utility Commission that, notwithstanding anything contained in this Amendment to the contrary, following the date hereof (a) the City of Henderson and the City Utility Commission shall receive the Station Two SO2 allowances and Station Two NOx allowances to which the City of Henderson and the City Utility Commission are entitled as provided for in the Station Two Contracts, and (b) in the case of any such allowances accruing or arising with respect to periods prior to the date hereof which are to be allocated in accordance with the Station Two Contracts subsequent to the date hereof, the City of Henderson and the City Utility Commission shall receive such allowances to which they shall be entitled upon allocation thereof following the date hereof in accordance with the Station Two Contracts.

ARTICLE 8

TAX MATTERS

Section 8.1 Tax Acknowledgments and Commitments. Big Rivers and the E.ON Station Two Parties agree with the City of Henderson and the City Utility Commission that, in the event any of the transfers or assignments by WKEC to Big Rivers, effected or to be effected pursuant to the Transaction Termination Agreement (or one or more other "Definitive Documents" referred to in the Transaction Termination Agreement), of inventory, personal property, agreements, permits, SO2 allowances or NOx allowances relating to Station Two or to the Joint Use Facilities shall result in the assessment or imposition of any sales or use taxes by any taxing authority, those sales or use taxes shall not be allocated by Big Rivers or the E.ON Station Two Parties to Station Two as operating or maintenance costs or expenses (or other expenses) recoverable by them under the Station Two Operating Agreement. In addition, the City of Henderson and the City Utility Commission, on the one hand, and Big Rivers, on the other hand, agree that the apportionment of property taxes (or responsibility for the same) between the E.ON Station Two Parties and Big Rivers, and the allocation of responsibility for unemployment taxes and workers' compensation premiums between the E.ON Station Two Parties and Big Rivers, in each case pursuant to the Transaction Termination Agreement (or any other Definitive Document), shall not relieve Big Rivers from responsibility for the payment or discharge following the date hereof of property taxes, unemployment taxes and workers' compensation premiums to the extent and in the manner contemplated in the Station Two Contracts (but subject to the provisions of the Station Two Contracts). Any such property taxes shall not be treated as operating or maintenance costs or expenses recoverable under the Station Two Operating Agreement and not more than the amount of unemployment taxes and workers' compensation premiums that shall accrue from and after the Amendment Effective Date shall be recoverable as operating or maintenance costs or expenses under the Station Two Operating Agreement. Nothing contained in this Section 8.1 shall amend, modify or supplement the agreements as between Big Rivers and the E.ON Station Two Parties with respect to sales and use taxes, property taxes, unemployment taxes and workers' compensation premiums set forth in the Transaction Termination Agreement or the other Definitive Documents.

ARTICLE 9

MISCELLANEOUS

Section 9.1 Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties named herein and their respective members, shareholders, directors, officers, employees, agents, representatives, advisors, successors, predecessors and permitted assigns, and all other persons or entities claiming by, through or under any of them.

Section 9.2 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

Section 9.3 Waivers. No waiver of any of the provisions of this Amendment shall be deemed to or shall constitute a continuing waiver or a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 Further Assurances. Each Party hereby agrees, from and after the date hereof, and upon the reasonable request of any other Party, to do, execute, acknowledge and deliver any and all such other actions, instruments and documents as shall be necessary or appropriate in order to give full force and effect to this Amendment and to the transactions contemplated herein.

Section 9.5 Reconciliation. Reference is made to Article 4 of that certain Station Two Termination and Release Agreement of even date herewith among Big Rivers Electric Corporation, E.ON U.S. LLC, WKEC and LEM, and to Schedule 4.1 attached to that agreement and made a part thereof, pursuant to which Big Rivers, WKEC and LEM agreed with one another that the provisions of Subsection 10.1(a) of the Station Two Agreement would survive the Unwind Transactions as they may contemplate a reconciliation of capacity charges and operations and maintenance costs with respect to Station Two upon the expiration of the Station Two Agreement. Big Rivers, WKEC and LEM each agrees with the City of Henderson and the City Utility Commission that it shall hereafter perform and abide by its covenants and agreements set forth in Article 4 and Schedule 4.1 of the Station Two Termination and Release Agreement in accordance with their respective terms. The Parties further agree that there will not be an interim reconciliation of the capacity charges and operations and maintenance costs with respect to Station Two undertaken between or among the City of Henderson, the City Utility Commission, WKEC, LEM and/or Big Rivers on or about the time of the Unwind Transactions, but rather that the normal annual reconciliation for the current Contract Year will hereafter be conducted between Big Rivers, on the one hand, and the City of Henderson and the City Utility Commission, on the other hand, in the normal course at the time contemplated in the relevant Station Two Contract(s).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed

by their respective authorized officers as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Name: Mark A. Bailey
Title: President and CEO

LG&E ENERGY MARKETING INC.

By: _____
Name:
Title:

WESTERN KENTUCKY ENERGY CORP.

By: _____
Name:
Title:

CITY OF HENDERSON, KENTUCKY

By: _____
Name:
Title:

**CITY OF HENDERSON UTILITY
COMMISSION, D/B/A, HENDERSON
MUNICIPAL POWER & LIGHT**

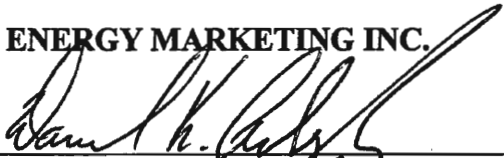
By: _____
Name:
Title:

by their respective authorized officers as of the day and year first above written.

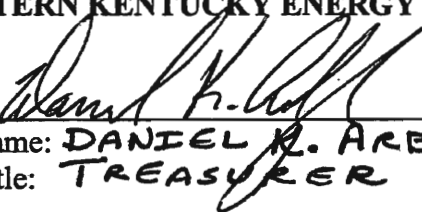
BIG RIVERS ELECTRIC CORPORATION

By: _____
Name:
Title:

LG&E ENERGY MARKETING INC.

By: 
Name: DANIEL K. ARBOUGH
Title: TREASURER

WESTERN KENTUCKY ENERGY CORP.

By: 
Name: DANIEL K. ARBOUGH
Title: TREASURER

CITY OF HENDERSON, KENTUCKY

By: _____
Name:
Title:

**CITY OF HENDERSON UTILITY
COMMISSION, D/B/A, HENDERSON
MUNICIPAL POWER & LIGHT**

By: _____
Name:
Title:

by their respective authorized officers as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name:
Title:

LG&E ENERGY MARKETING INC.

By: _____
Name:
Title:

WESTERN KENTUCKY ENERGY CORP.

By: _____
Name:
Title:

CITY OF HENDERSON, KENTUCKY

By: Thomas E. Davis
Name: Thomas E. Davis
Title: Mayor

**CITY OF HENDERSON UTILITY
COMMISSION, D/B/A, HENDERSON
MUNICIPAL POWER & LIGHT**

By: William L. Smith
Name: William L. Smith
Title: Chairman

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, E.ON U.S. LLC, a Kentucky limited liability company and the successor in interest of LG&E Energy Corp. ("E.ON"), in its capacity as the guarantor under that certain Guarantee Agreement [Station Two Obligations] dated as of July 15, 1998, among E.ON, the City of Henderson, Kentucky, and the City of Henderson Utility Commission, hereby consents to the amendments to the Station Two Agreement effected pursuant to the foregoing Second Amendatory Agreement.

WITNESS the signature of the undersigned as of the 16th day of July, 2009.

E.ON U.S. LLC

By: _____

Name: DANIEL K. ARBOUGH

Title: TREASURER

TERMINATION AND RELEASE OF DEED OF EASEMENT

On July 15, 1998, the CITY OF HENDERSON, KENTUCKY, a municipal corporation having an address of City Building, P. O. Box 716, Henderson, Kentucky 40420, and the CITY OF HENDERSON UTILITY COMMISSION, a body politic and corporate having an address of 100 5th Street, Henderson, Kentucky 40420 (hereinafter collectively referred to as "Henderson") granted to WKE STATION TWO INC., formerly known as LG&E Station Two Inc., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation, and WESTERN KENTUCKY ENERGY CORP., a Kentucky Corporation, (hereinafter collectively referred to as the "LG&E Parties") an unexclusive easement for access to Henderson's property for the purpose of enabling the LG&E Parties to perform and fulfill their respective obligations under certain agreements relating to the operation and maintenance of Henderson's Station Two Power Plant, all in accordance with the rights, privileges, reservations, exceptions and limitations recited therein, and

WHEREAS, the LG&E Parties will, upon the effective date of this Termination and Release cease to operate, maintain and control Henderson's Station Two Power Plant, and will thereupon cease to use the easement and right-of-way granted to them by Henderson by the terms of the Deed of Easement and Right-of-Way dated July 15, 1998, of record in Miscellaneous book 6, at page 373, in the Henderson County Clerk's Office, Henderson County, Kentucky (the "Deed of Easement").

NOW, THEREFORE, in consideration of the premises, the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp. do hereby bargain, sell, and convey, and by these presents release, remise and quit-claim unto the said City of Henderson, Kentucky and City of Henderson Utility Commission, their respective successors and assigns, any and all right, title and interest in and to the property described in said Deed of Easement, and all and any other interest the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., their respective successors and assigns, may have in and to the said property of City of Henderson, Kentucky and City of Henderson Utility Commission.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deed of Easement herein referred to.

IN TESTIMONY WHEREOF, the said parties to this Termination and Release of Deed of Easement have hereunto executed this document by their respective duly authorized representatives to be effective the 16 day of July, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: _____

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

CITY OF HENDERSON, KENTUCKY

By: Thom E. Dan

Title: Mayor

CITY OF HENDERSON UTILITY COMMISSION

By: William L. Smith
WILLIAM L. SMITH

Title: CHAIRMAN

IN TESTIMONY WHEREOF, the said parties to this Termination and Release of Deed of Easement have hereunto executed this document by their respective duly authorized representatives to be effective the 16 day of July, 2009.

LG&E ENERGY MARKETING INC.

By: *David K. Goff*

Title: TREASURER

WESTERN KENTUCKY ENERGY CORP.

By: *David K. Goff*

Title: TREASURER

CITY OF HENDERSON, KENTUCKY

By: _____

Title: _____

CITY OF HENDERSON UTILITY COMMISSION

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K Arbaugh, the Treasurer of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy D. Hamilton
Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K Arbaugh, the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy D. Hamilton
Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF HENDERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 16th day of April, 2009, by Thomas E. Davis, the Mayor of the City of Henderson, Kentucky, a municipal corporation, for and on behalf of said municipal corporation.

My commission expires: August 31, 2009

Carolyn Williams
Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF HENDERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 23 day of April, 2009, by William L. Smith, the CHAIRMAN of the City of Henderson Utility Commission, a Kentucky municipal commission, for and on behalf of said commission.

My commission expires: 11-13-2009

Beverly Menke
Notary Public

(SEAL)

This Instrument Was Prepared By:

[Signature]
CHARLES B. WEST
Stoll Keenon Ogden PLLC
201 C North Main Street
Henderson, KY 42420
270-831-1900

STATE OF KENTUCKY
COUNTY OF HENDERSON.....Sct.
I, Renny T. Matthews, Clerk of Henderson County, certify that the foregoing Release was this day at 12:49 o'clock P M. lodged in my said office for record and that I have recorded it, the foregoing and this certificate in my said office.
Given under my hand this 16th day July 2009
Renny T. Matthews
By: Jennifer McCarmel B.E.

EXHIBIT A-2

TERMINATION AND RELEASE OF DEED OF EASEMENT

On July 15, 1998, BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative having an address of 201 Third Street, Henderson, Kentucky 42420 (hereinafter referred to as "Big Rivers") granted to WKE STATION TWO INC., formerly known as LG&E Station Two Inc., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation, and WESTERN KENTUCKY ENERGY CORP., a Kentucky Corporation, (hereinafter collectively referred to as the "LG&E Parties") an unexclusive easement for access to Big Rivers' property for the purpose of enabling the LG&E Parties to perform and fulfill their respective obligations under certain agreements relating to the operation and maintenance of Big Rivers Green Station and Reid Station Power Plants and Henderson's Station Two Power Plant, all in accordance with the rights, privileges, reservations, exceptions and limitations recited therein, and

WHEREAS, the LG&E Parties will, upon the effective date of this Termination and Release cease to operate, maintain and control Big Rivers Green Station and Reid Station Power Plants and Henderson's Station Two Power Plant, and will thereupon cease to use the easement and right-of-way granted to them by Big Rivers by the terms of the Deed of Easement and Right-of-Way dated July 15, 1998, of record in Miscellaneous Book 6, at page 378, in the Henderson County Clerk's Office, Henderson County, Kentucky (the "Deed of Easement").

NOW, THEREFORE, in consideration of the premises, the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp. do hereby bargain, sell, and convey, and by these presents release, remise and quit-claim unto the said Big Rivers Electric Corporation, its successors and assigns, any and all right, title and interest in and to the property described in said Deed of Easement, and all and any other interest the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., their respective successors and assigns, may have in the said property of Big Rivers.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deed of Easement herein referred to.

IN TESTIMONY WHEREOF, the said parties to this Termination and Release of Deed of Easement have hereunto executed this document by their respective duly authorized representatives to be effective the _____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: _____

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

BIG RIVERS ELECTRIC CORPORATION

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF HENDERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Big Rivers Electric Corporation, a Kentucky rural electric cooperative, for and on behalf of said cooperative.

My commission expires: _____.

Notary Public

(SEAL)

This Instrument Was Prepared By:

JAMES M. MILLER

Sullivan Mountjoy Stainback & Miller, P.S.C.

100 St. Ann Building

Owensboro, KY 42303

270-926-4000

EXHIBIT A-3

TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENTS

By ASSIGNMENT OF EASEMENTS entered into on April 30, 2006 by and among WKE STATION TWO INC., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation (hereinafter referred to as "Assignors") and WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation having an address of 145 N. Main Street, Henderson, Kentucky 42420 (hereinafter referred to as "Assignee"), which Assignment of Easements is of record in Miscellaneous Book 8, beginning at page 902 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky, Assignors assigned to Assignee (1) a Deed of Easement and Right-of-Way by and among the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 40420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 40420, as Grantors, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and (2) a Deed of Easement and Right-of-Way by and among Big Rivers Electric Corporation, as Grantor, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky (collectively, the "Deeds of Easement"), and

WHEREAS, the purposes for which such Deeds of Easements and Rights-of-Way were granted, and thereafter assigned to Assignee have terminated as of the effective date of this Termination and Release. It is the desire of the Assignors and Assignee to return said easements and rights-of-way to the original Grantors, free and clear of all claims of the Assignors and the Assignee herein.

NOW, THEREFORE, the Assignors and the Assignee do hereby bargain, sell and convey, and do by these presents release, remise and quit-claim unto the said City of Henderson and City of Henderson Utility Commission, their respective successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and do by these presents release, remise and quit-claim unto the said Big Rivers Electric Corporation its successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deeds

of Easement herein referred to.

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this instrument to be executed by their respective duly authorized representatives to be effective as of the ____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: _____

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENTS

By ASSIGNMENT OF EASEMENTS entered into on April 30, 2006 by and among WKE STATION TWO INC., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation (hereinafter referred to as "Assignors") and WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation having an address of 145 N. Main Street, Henderson, Kentucky 42420 (hereinafter referred to as "Assignee"), which Assignment of Easements is of record in Miscellaneous Book 8, beginning at page 902 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky, Assignors assigned to Assignee (1) a Deed of Easement and Right-of-Way by and among the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 42420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 42420, as Grantors, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and (2) a Deed of Easement and Right-of-Way by and among Big Rivers Electric Corporation, as Grantor, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky (collectively, the "Deeds of Easement"), and

WHEREAS, the purposes for which such Deeds of Easements and Rights-of-Way were granted, and thereafter assigned to Assignee have terminated as of the effective date of this Termination and Release. It is the desire of the Assignors and Assignee to return said easements and rights-of-way to the original Grantors, free and clear of all claims of the Assignors and the Assignee herein.

NOW, THEREFORE, the Assignors and the Assignee do hereby bargain, sell and convey, and do by these presents release, remise and quit-claim unto the said City of Henderson and City of Henderson Utility Commission, their respective successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and do by these presents release, remise and quit-claim unto the said Big Rivers Electric Corporation its successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this

document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deeds of Easement herein referred to.

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this instrument to be executed by their respective duly authorized representatives to be effective as of the _____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: TREASURER

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: TREASURER

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbough, the Treasurer of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy G. Hamilton
Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbough, the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy G. Hamilton
Notary Public

(SEAL)

This Instrument Was Prepared By:

CHARLES B. WEST
Stoll Keenon Ogden PLLC
201 C North Main Street
Henderson, KY 42420
270-831-1900

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

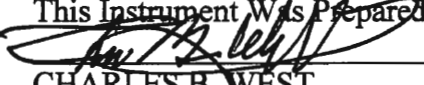
The foregoing Termination and Release of Assignment of Easements was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

This Instrument Was Prepared By:



CHARLES B. WEST
Stoll Keenon Ogden PLLC
201 C North Main Street
Henderson, KY 42420
270-831-1900

EXHIBIT B-1

RELEASE OF MORTGAGE AND SECURITY AGREEMENT

THIS RELEASE OF MORTGAGE AND SECURITY AGREEMENT is made as of the ___ day of _____, 2009, by (a)(i) **WESTERN KENTUCKY ENERGY CORP.** a Kentucky corporation, for itself and as successor by merger to **WKE STATION TWO INC.**, a Kentucky corporation, and (ii) **LG&E ENERGY MARKETING INC.**, an Oklahoma corporation (collectively, "Mortgagees"), in favor of **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky rural electric cooperative corporation having an address of 201 Third Street, Henderson, Kentucky 42420 ("Mortgagor").

Mortgagees hereby declare that the Mortgage and Security Agreement (the "Mortgage") dated July 15, 1998, executed by Mortgagor to Mortgagees, and recorded as follows:

1. In the Office of the County Clerk of Henderson County, Kentucky in Mortgage Book 559 at Page 123;
2. In the Office of the County Clerk of Hancock County, Kentucky in Mortgage Book 101 at Page 104;
3. In the Office of the County Clerk of Webster County, Kentucky in Mortgage Book ____ at Page ____; and
4. In the Office of the County Clerk of Ohio County, Kentucky in Mortgage Book ____ at Page ____;

is fully paid, satisfied, released and discharged, and that the property described in the Mortgage be and is hereby released from the lien of the Mortgage and any amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release of Mortgage and

Security Agreement this _____ day of _____, 2009.

WESTERN KENTUCKY ENERGY CORP., for itself
and as successor in interest to **WKE STATION TWO
INC.**

By: _____

Name: _____

Title: _____

LG&E ENERGY MARKETING INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2009 by _____, as _____
of Western Kentucky Energy Corp.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

COMMONWEALTH OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by _____, as _____
of LG&E Energy Marketing Inc.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

This instrument prepared by:

W. Plumer Wiseman, Jr.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 587-3556

EXHIBIT B-2

RELEASE OF MORTGAGE AND SECURITY AGREEMENT
(LEM Mortgage)

THIS RELEASE OF MORTGAGE AND SECURITY AGREEMENT is made as of the ___ day of _____, 2009, by (a)(i) **WESTERN KENTUCKY ENERGY CORP.** a Kentucky corporation, for itself and as successor by merger to **WKE STATION TWO INC.**, a Kentucky corporation, and (ii) **LG&E ENERGY MARKETING INC.**, an Oklahoma corporation (collectively, "Mortgagees"), in favor of (b) **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky rural electric cooperative corporation having an address of 201 Third Street, Henderson, Kentucky 42420 ("Mortgagor").

Mortgagees hereby declare that the Mortgage and Security Agreement (the "Mortgage") dated July 15, 1998, as amended, executed by Mortgagor to Mortgagees, and recorded as follows:

5. In the Office of the County Clerk of Henderson County, Kentucky in Mortgage Book 559 at Page 199 as amended in Mortgage Book 749 at Page 805;
6. In the Office of the County Clerk of Hancock County, Kentucky in Mortgage Book 101 at Page 180 as amended in Mortgage Book 130 at page 67;
7. In the Office of the County Clerk of Webster County, Kentucky in Mortgage Book ____ at Page ____ as amended in Mortgage Book ____ at Page ____; and
8. In the Office of the County Clerk of Ohio County, Kentucky in Mortgage Book ____ at Page ____ as amended in Mortgage Book ____ at page ____;

is fully paid, satisfied, released and discharged, and that the property described in the Mortgage be and is hereby released from the lien of the Mortgage and any amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release of Mortgage and Security Agreement this _____ day of _____, 2009.

WESTERN KENTUCKY ENERGY CORP. for itself
and as successor in interest to **WKE STATION TWO INC.**

By: _____

Name: _____

Title: _____

LG&E ENERGY MARKETING INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by _____, as _____
of Western Kentucky Energy Corp.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

COMMONWEALTH OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by _____, as _____
of LG&E Energy Marketing Inc.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

[SEAL]

This instrument prepared by:

W. Plumer Wiseman, Jr.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 587-3556

EXHIBIT B-3

[See Attached form of UCC Release and Termination Statement]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Michael A. Fiorella (270) 926-4000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Michael A. Fiorella
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
P.O. Box 727
Owensboro, KY 42302-0727**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
Fixture Filing Book 3, page 270

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Western Kentucky Energy Corp.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**

Henderson County Court Clerk

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Amendment Addendum (Form UCC3Ad) or Amendment Additional Party (Form UCC3AP).

Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

- 1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.
- 1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.

2. To terminate the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.
3. To continue the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.
4. To assign (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.

5,6,7. To change the name of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new name (7a or 7b). If the new name refers to a Debtor complete (7c); also complete 7e-7g if 7a was completed.

5,6,7. To change the address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is an address change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new address (7c) in item 7.

5,6,7. To change the name and address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 6a or 6b as appropriate; and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed.

5.6. To delete a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.

5.7. To add a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

Note: The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).

7d. Reserved for Financing Statement Amendments to be filed in North Dakota or South Dakota only. If this Financing Statement Amendment is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.

8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.

9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.

10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Michael A. Fiorella (270) 926-4000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Michael A. Fiorella Sullivan, Mountjoy, Stainback & Miller, P.S.C. P.O. Box 727 Owensboro, KY 42302-0727

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # Fixture Filing Book 3, page 332	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
--	---

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor **or** Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes **and** provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
-----------------------------	-----------------------------------	--------------------------	----------------------------------	---------------------------------

NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Western Kentucky Energy Corp.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
Henderson County Court Clerk

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Amendment Addendum (Form UCC3Ad) or Amendment Additional Party (Form UCC3AP).

Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.

2. To terminate the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.

3. To continue the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.

4. To assign (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.

5,6,7. To change the name of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new name (7a or 7b). If the new name refers to a Debtor complete (7c); also complete 7e-7g if 7a was completed.

5,6,7. To change the address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is an address change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new address (7c) in item 7.

5,6,7. To change the name and address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 6a or 6b as appropriate; and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed.

5.6. To delete a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.

5.7. To add a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

Note: The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).

7d. Reserved for Financing Statement Amendments to be filed in North Dakota or South Dakota only. If this Financing Statement Amendment is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.

8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.

9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.

10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

EXHIBIT B-4

[See Attached form of UCC Release and Termination Statement]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Michael A. Fiorella (270) 926-4000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Michael A. Fiorella
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
P.O. Box 727
Owensboro, KY 42302-0727**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
Fixture Filing Book 1, page 460

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address; Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Western Kentucky Energy Corp.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
Webster County Court Clerk

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Amendment Addendum (Form UCC3Ad) or Amendment Additional Party (Form UCC3AP).

Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

- 1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.
- 1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.

2. To terminate the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.
 3. To continue the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.
 4. To assign (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.
 - 5,6,7. To change the name of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new name (7a or 7b). If the new name refers to a Debtor complete (7c); also complete 7e-7g if 7a was completed.
 - 5,6,7. To change the address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is an address change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new address (7c) in item 7.
 - 5,6,7. To change the name and address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 6a or 6b as appropriate; and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed.
 - 5,6. To delete a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.
 - 5,7. To add a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.
- Note:* The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).
- 7d. Reserved for Financing Statement Amendments to be filed in North Dakota or South Dakota only. If this Financing Statement Amendment is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
 8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.
 9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.
 10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

EXHIBIT B-5

**PARTIAL TERMINATION AND RELEASE OF
DEED OF EASEMENT**

On August 12, 2003 the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 40420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 40420, granted unto WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp., WKE Corp. and Big Rivers Electric Corporation a non-exclusive, irrevocable easement for access to, and ingress and egress over, Grantors' property for the construction, operation, maintenance and removal of an 8 inch diameter high pressure natural gas line and related valves, fittings and ancillary facilities, all as more particularly described in the Deed of Easement which is of record in Deed Book 527, at page 421, in the office of the Henderson County Court Clerk (the "Deed of Easement").

By the terms of paragraph 7 of said Deed of Easement it is provided that the rights and privileges of WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and WKE Corp., their successors and assigns will terminate at such time as they shall cease to operate and maintain Big Rivers Electric Corporation's Reid Station and Big Rivers Electric Corporation's combustion turbine generating unit, both located in Henderson County, Kentucky.

Prior to the date hereof, WKE Station Two, Inc. and WKE Corp. were merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two, Inc. and WKE Corp. At the same time LG&E Energy Marketing, Inc. assigned all of its rights and interests in said gasline easement to Western Kentucky Energy Corp.

Prior to the execution of this Partial Termination and Release of Deed of Easement, WKE Station Two, Inc., LG&E Energy Marketing, Inc., WKE Corp. and Western Kentucky Energy Corp. ceased to operate and maintain Big Rivers Electric Corporation's Reid Station and Big Rivers Electric Corporation's combustion turbine generating unit, whereby all rights and interests granted to them pursuant to the terms and provisions of this Deed of Easement terminated in their entirety.

NOW THEREFORE pursuant to the requirements of paragraph 7 of said Deed of Easement, WKE Station Two, Inc. and WKE Corp. acting by and through Western Kentucky Energy Corp., LG&E Energy Marketing, Inc. and Western Kentucky Energy Corp. hereby permanently and irrevocably release and discharge all rights and interests created by the terms and provisions of the said Deed of Easement, upon which termination they shall have no further easement rights or rights of ingress or egress over or with respect to the Grantors' property under said Deed of Easement, and shall be deemed to be fully and forever remised, released and discharged by Grantors and Big Rivers Electric Corporation of and from any and all obligations, liabilities, rights and privileges arising under or pursuant to such Deed of Easement.

IN WITNESS WHEREOF the said Western Kentucky Energy Corp., acting for itself and WKE Station Two, Inc. and WKE Corp., and LG&E Energy Marketing, Inc. hereby execute this Partial Termination and Release of Deed of Easement this ____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: _____

WESTERN KENTUCKY ENERGY CORP.,
acting for itself and for WKE Station Two Inc.
and WKE Corp.

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

Notary Public

My commission expires: _____

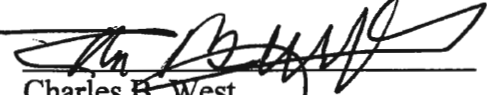
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation, acting also for WKE Station Two Inc. and WKE Corp.

Notary Public

My commission expires: _____

This instrument prepared by:



Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900

EXHIBIT B-6

**PARTIAL RELEASE OF GRANTORS' RIGHTS
TO RIGHTS AND EASEMENTS**

Effective on April 1, 2005, Big Rivers Electric Corporation, having an address of 201 Third Street, Henderson, Kentucky 42420, and Western Kentucky Energy Corp. granted and conveyed to the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 40420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 40420, certain rights of access, easements of location and use, and easements of ingress and egress across lands owned by Big Rivers Electric Corporation, and leased to Western Kentucky Energy Corp., located in Henderson County, Kentucky, for use in connection with the City's Station Two Power Plant and the construction and addition thereto of selective catalytic recovery systems, such Grant of Rights and Easements is of record in Deed Book 548, at page 169, in the office of the Henderson County Court Clerk. Big Rivers Electric Corporation and Western Kentucky Energy Corp. reserved unto themselves certain rights and privileges in connection with said Grant of Rights and Easements.

Western Kentucky Energy Corp. has prior to the execution of this Agreement terminated its Lease of Big Rivers Electric Corporation's property and improvements thereon, and by these presents terminates its rights and privileges reserved in its Grant of Rights and Easements to the City of Henderson, Kentucky and the City of Henderson Utility Commission under terms and provisions of the said Grant of Rights and Easements.

NOW THEREFORE, Western Kentucky Energy Corp., a Kentucky corporation, acting for itself and its successors and assigns does hereby release and forever discharge all of its rights and interests reserved by it under the terms and provisions of the said Grant of Rights and Easements dated April 1, 2005, having terminated its Lease of the Big Rivers Electric Corporation property and improvements thereon upon which said rights and easements were granted to the City of Henderson, Kentucky and the City of Henderson Utility Commission.

WITNESS the signature of the undersigned duly authorized representative of Western Kentucky Energy Corp. this ____ day of _____, 2009.

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

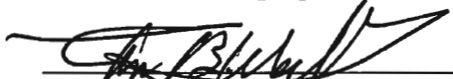
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Release of Grantors' Rights to Rights and Easements was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

Notary Public

My commission expires: _____

This instrument prepared by:



Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900

SCHEDULE 4.1

STATION TWO TERMINATED DOCUMENTS

1. Deed of Easement and Right-of-Way, dated July 15, 1998, between Big Rivers, as grantor, and Station Two Subsidiary, LEM and WKEC, as grantees;
2. Deed of Easement and Right-of-Way, dated July 15, 1998, between the City of Henderson, the City Utility Commission, as grantors, and Station Two Subsidiary, LEM and WKEC, as grantees;
3. Assignment of Easements, dated April 30, 2006, among Station Two Subsidiary and LEM, as assignors, and WKEC, as assignee;
4. Acknowledgement and Consent, dated July 15, 1998, among the City of Henderson, the City Utility Commission and LEM;
5. Supplementary Agreement on SO₂ Emission Allowances, dated January 18, 2002, between the City Utility Commission and WKEC (including as successor by merger of Station Two Subsidiary);
6. Excess Power Agreement (letter agreement) dated July 23, 1999, between LEM and the City Utility Commission;
7. Mortgage and Security Agreement, dated July 15, 1998, by Big Rivers to WKEC and LEM;
8. Mortgage Deed and Security Agreement, dated July 15, 1998, by Big Rivers to LEM and WKEC, as amended by First Amendment to Mortgage and Security Agreement, dated August 22, 2002;
9. Designated Representative/Alternate Appointment Agreement, dated August 27, 2002 among the City of Henderson, the City Utility Commission, Big Rivers, Western Kentucky Energy Corp. (as successor to WKE Station Two Inc.), Gregory Black and Ralph Bowling; and
10. Designated Representative Appointment Agreement, dated September 24, 2007 among the City of Henderson, the City Utility Commission, Big Rivers, Western Kentucky Energy Corp., Gregory Black and Ralph Bowling.
11. The Letter Agreement dated July 15, 1998, among Big Rivers, WKEC (as successor of WKE Station Two Inc.) and the City Utility Commission, by which those parties terminated a January 12, 1994 Letter Agreement between Big Rivers and the City Utility Commission relating to the sulfur content of coal theretofore used at Station Two.

SCHEDULE 5.1

RELEASED STATION TWO DOCUMENTS

1. Grant of Rights and Easements, dated as of April 1, 2005, among the City of Henderson, the City Utility Commission, Big Rivers and WKEC;
2. Deed of Easement, dated August 12, 2003, but with retroactive effect to June 1, 1999, among the City of Henderson, the City Utility Commission, Big Rivers, WKEC, LEM, Station Two Subsidiary and WKE, relating to the Reid Station gas line; and
3. Spare Transformer Agreement, dated July 1, 1972, among the City of Henderson, the City Utility Commission and Big Rivers.

LOU: 3308906-6

TERMINATION AND RELEASE OF DEED OF EASEMENT

On July 15, 1998, BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative having an address of 201 Third Street, Henderson, Kentucky 42420 (hereinafter referred to as "Big Rivers") granted to WKE STATION TWO INC., formerly known as LG&E Station Two Inc., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation, and WESTERN KENTUCKY ENERGY CORP., a Kentucky Corporation, (hereinafter collectively referred to as the "LG&E Parties") an unexclusive easement for access to Big Rivers' property for the purpose of enabling the LG&E Parties to perform and fulfill their respective obligations under certain agreements relating to the operation and maintenance of Big Rivers Green Station and Reid Station Power Plants and Henderson's Station Two Power Plant, all in accordance with the rights, privileges, reservations, exceptions and limitations recited therein, and

WHEREAS, the LG&E Parties will, upon the effective date of this Termination and Release cease to operate, maintain and control Big Rivers Green Station and Reid Station Power Plants and Henderson's Station Two Power Plant, and will thereupon cease to use the easement and right-of-way granted to them by Big Rivers by the terms of the Deed of Easement and Right-of-Way dated July 15, 1998, of record in Miscellaneous Book 6, at page 378, in the Henderson County Clerk's Office, Henderson County, Kentucky; and of record in Deed Book 231, page 108, in the Webster County Clerk's Office, Webster County, Kentucky, (the "Deed of Easement").

NOW, THEREFORE, in consideration of the premises, the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp. do hereby bargain, sell, and convey, and by these presents release, remise and quit-claim unto the said Big Rivers Electric Corporation, its successors and assigns, any and all right, title and interest in and to the property described in said Deed of Easement, and all and any other interest the said WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., their respective successors and assigns, may have in the said property of Big Rivers.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deed of Easement herein referred to.

IN TESTIMONY WHEREOF, the said parties to this Termination and Release of Deed of Easement have hereunto executed this document by their respective duly authorized representatives to be effective the 16th day of July, 2009.

LG&E ENERGY MARKETING INC.

By: *Daniel K. Arbough*

Title: TREASURER

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbough the Treasurer of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy G. Hamilton
Notary Public

(SEAL)

WESTERN KENTUCKY ENERGY CORP.

By: Daniel K. Arbaugh

Title: TREASURER

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbaugh the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy B. Hamelton
Notary Public

(SEAL)

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey

Title: President and CEO

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Deed of Easement was acknowledged before me this 12th day of May, 2009, by Mark A. Bailey, the President and CEO of Big Rivers Electric Corporation, a Kentucky rural electric cooperative, for and on behalf of said cooperative.

My commission expires: 1-12-13.

Paula Mitchell
Notary Public

(SEAL)

This Instrument Was Prepared By:

James M. Miller

JAMES M. MILLER

Sullivan Mountjoy Stainback & Miller, P.S.C.

100 St. Ann Building

Owensboro, KY 42303

270-926-4000

LOU: 3375565-1

TERMINATION AND RELEASE OF ASSIGNMENT OF EASEMENTS

By ASSIGNMENT OF EASEMENTS entered into on April 30, 2006 by and among WKE STATION TWO INC., a Kentucky corporation, LG&E ENERGY MARKETING INC., an Oklahoma corporation (hereinafter referred to as "Assignors") and WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation having an address of 145 N. Main Street, Henderson, Kentucky 42420 (hereinafter referred to as "Assignee"), which Assignment of Easements is of record in Miscellaneous Book 8, beginning at page 902 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky, Assignors assigned to Assignee (1) a Deed of Easement and Right-of-Way by and among the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 42420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 42420, as Grantors, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and (2) a Deed of Easement and Right-of-Way by and among Big Rivers Electric Corporation, as Grantor, and WKE Station Two Inc., LG&E Energy Marketing Inc. and Western Kentucky Energy Corp., as Grantees, which Deed of Easement is of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky (collectively, the "Deeds of Easement"), and

WHEREAS, the purposes for which such Deeds of Easements and Rights-of-Way were granted, and thereafter assigned to Assignee have terminated as of the effective date of this Termination and Release. It is the desire of the Assignors and Assignee to return said easements and rights-of-way to the original Grantors, free and clear of all claims of the Assignors and the Assignee herein.

NOW, THEREFORE, the Assignors and the Assignee do hereby bargain, sell and convey, and do by these presents release, remise and quit-claim unto the said City of Henderson and City of Henderson Utility Commission, their respective successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 373 in the Office of the Henderson County Court Clerk, and do by these presents release, remise and quit-claim unto the said Big Rivers Electric Corporation its successors and assigns, any and all right, title and interest in and to the easement and right-of-way referred to in that certain Deed of Easement and Right-of-Way dated July 15, 1998 and of record in Miscellaneous Book 6, beginning at page 378 in the Office of the Henderson County Court Clerk, Henderson County, Kentucky.

Prior to the date hereof, WKE Station Two Inc., formerly known as LG&E Station Two Inc., a Kentucky corporation, was merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two Inc., whereby the execution of this

document by Western Kentucky Energy Corp. will transfer and convey all right, title and interest of WKE Station Two Inc. in the Deeds of Easement herein referred to.

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this instrument to be executed by their respective duly authorized representatives to be effective as of the ____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: TREASURER

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: TREASURER

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbough, the Treasurer of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy G. Hamilton
Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this 11 day of July, 2009, by Daniel K. Arbough, the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: May 3, 2010.

Cindy G. Hamilton
Notary Public

(SEAL)

This Instrument Was Prepared By:

CHARLES B. WEST
Stoll Keenon Ogden PLLC
201 C North Main Street
Henderson, KY 42420
270-831-1900

LOU: 3375628-1

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Termination and Release of Assignment of Easements was acknowledged before me this _____ day of _____, 2009, by _____, the _____ of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

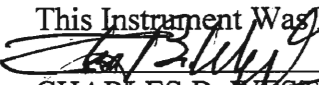
The foregoing Termination and Release of Assignment of Easements was acknowledged before me this _____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

My commission expires: _____.

Notary Public

(SEAL)

This Instrument Was Prepared By:



CHARLES B. WEST
Stoll Keenon Ogden PLLC
201 C North Main Street
Henderson, KY 42420
270-831-1900

RELEASE OF MORTGAGE AND SECURITY AGREEMENT

THIS RELEASE OF MORTGAGE AND SECURITY AGREEMENT is made as of the 16th day of July, 2009, by (a)(i) **WESTERN KENTUCKY ENERGY CORP.** a Kentucky corporation, for itself and as successor by merger to **WKE STATION TWO INC.**, a Kentucky corporation, and (ii) **LG&E ENERGY MARKETING INC.**, an Oklahoma corporation (collectively, "Mortgagees"), in favor of **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky rural electric cooperative corporation having an address of 201 Third Street, Henderson, Kentucky 42420 ("Mortgagor").

Mortgagees hereby declare that the Mortgage and Security Agreement (the "Mortgage") dated July 15, 1998, executed by Mortgagor to Mortgagees, and recorded as follows:

1. In the Office of the County Clerk of Henderson County, Kentucky in Mortgage Book 559 at Page 123;
2. In the Office of the County Clerk of Hancock County, Kentucky in Mortgage Book 101 at Page 104;
3. In the Office of the County Clerk of Webster County, Kentucky in Mortgage Book 177 at Page 532; and
4. In the Office of the County Clerk of Ohio County, Kentucky in Mortgage Book 246 at Page 200;

is fully paid, satisfied, released and discharged, and that the property described in the Mortgage be and is hereby released from the lien of the Mortgage and any amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release of Mortgage and Security Agreement this 16th day of July, 2009.

WESTERN KENTUCKY ENERGY CORP., for itself
and as successor in interest to WKE STATION TWO
INC.

By: *Daniel K. Arbough*

Name: DANIEL K. ARBOUGH

Title: TREASURER

COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 11 day of July
2009 by Daniel K. Arbough as Treasurer of Western
Kentucky Energy Corp.

Witness my hand and official seal.

My Commission expires: May 3, 2010

Cindy G. Hamelton
Notary Public

[SEAL]

LG&E ENERGY MARKETING INC.

By: *Daniel K. Arbaugh*

Name: DANIEL K. ARBOUGH

Title: TREASURER

COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 11 day of July, 2009 by Daniel K. Arbaugh as Treasurer of LG&E Energy Marketing Inc.

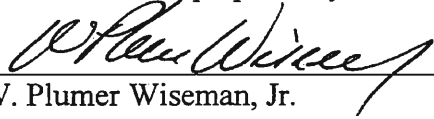
Witness my hand and official seal.

My Commission expires: May 3, 2010

Cindy G. Hamilton
Notary Public

[SEAL]

This instrument prepared by:



W. Plumer Wiseman, Jr.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 587-3556

RELEASE OF MORTGAGE AND SECURITY AGREEMENT
(LEM Mortgage)

THIS RELEASE OF MORTGAGE AND SECURITY AGREEMENT is made as of the 16th day of July, 2009, by (a)(i) **WESTERN KENTUCKY ENERGY CORP.** a Kentucky corporation, for itself and as successor by merger to **WKE STATION TWO INC.**, a Kentucky corporation, and (ii) **LG&E ENERGY MARKETING INC.**, an Oklahoma corporation (collectively, "Mortgagees"), in favor of (b) **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky rural electric cooperative corporation having an address of 201 Third Street, Henderson, Kentucky 42420 ("Mortgagor").

Mortgagees hereby declare that the Mortgage and Security Agreement (the "Mortgage") dated July 15, 1998, as amended, executed by Mortgagor to Mortgagees, and recorded as follows:

1. In the Office of the County Clerk of Henderson County, Kentucky in Mortgage Book 559 at Page 199 as amended in Mortgage Book 749 at Page 805;
2. In the Office of the County Clerk of Hancock County, Kentucky in Mortgage Book 101 at Page 180 as amended in Mortgage Book 130 at page 67;
3. In the Office of the County Clerk of Webster County, Kentucky in Mortgage Book 177 at Page 459 as amended in Mortgage Book 216 at Page 385; and
4. In the Office of the County Clerk of Ohio County, Kentucky in Mortgage Book 246 at Page 276 as amended in Mortgage Book 317 at page 587;

is fully paid, satisfied, released and discharged, and that the property described in the Mortgage be and is hereby released from the lien of the Mortgage and any amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Release of Mortgage and Security Agreement this 16th day of July, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Daniel K. Arbaugh

Name: DANIEL K. ARBOUGH

Title: TREASURER

COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 11 day of July 2009 by Daniel K. Arbaugh, as Treasurer of LG&E Energy Marketing Inc.

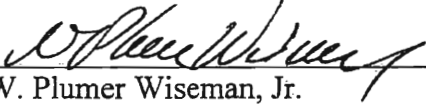
Witness my hand and official seal.

My Commission expires: May 3, 2010

Cindy B. Hamilton
Notary Public

[SEAL]

This instrument prepared by:



W. Plumer Wiseman, Jr.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
(502) 587-3556

PARTIAL TERMINATION AND RELEASE OF DEED OF EASEMENT

On August 12, 2003 the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 42420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 42420, granted unto WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp., WKE Corp. and Big Rivers Electric Corporation a non-exclusive, irrevocable easement for access to, and ingress and egress over, Grantors' property for the construction, operation, maintenance and removal of an 8 inch diameter high pressure natural gas line and related valves, fittings and ancillary facilities, all as more particularly described in the Deed of Easement which is of record in Deed Book 527, at page 421, in the office of the Henderson County Court Clerk (the "Deed of Easement").

By the terms of paragraph 7 of said Deed of Easement it is provided that the rights and privileges of WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and WKE Corp., their successors and assigns will terminate at such time as they shall cease to operate and maintain Big Rivers Electric Corporation's Reid Station and Big Rivers Electric Corporation's combustion turbine generating unit, both located in Henderson County, Kentucky.

Prior to the date hereof, WKE Station Two, Inc. and WKE Corp. were merged with and into Western Kentucky Energy Corp. in accordance with Kentucky law, with Western Kentucky Energy Corp. being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE Station Two, Inc. and WKE Corp. At the same time LG&E Energy Marketing, Inc. assigned all of its rights and interests in said gasline easement to Western Kentucky Energy Corp.

Prior to the execution of this Partial Termination and Release of Deed of Easement, WKE Station Two, Inc., LG&E Energy Marketing, Inc., WKE Corp. and Western Kentucky Energy Corp. ceased to operate and maintain Big Rivers Electric Corporation's Reid Station and Big Rivers Electric Corporation's combustion turbine generating unit, whereby all rights and interests granted to them pursuant to the terms and provisions of this Deed of Easement terminated in their entirety.

NOW THEREFORE pursuant to the requirements of paragraph 7 of said Deed of Easement, WKE Station Two, Inc. and WKE Corp. acting by and through Western Kentucky Energy Corp., LG&E Energy Marketing, Inc. and Western Kentucky Energy Corp. hereby permanently and irrevocably release and discharge all rights and interests created by the terms and provisions of the said Deed of Easement, upon which termination they shall have no further easement rights or rights of ingress or egress over or with respect to the Grantors' property under said Deed of Easement, and shall be deemed to be fully and forever remised, released and discharged by Grantors and Big Rivers Electric Corporation of and from any and all obligations, liabilities, rights and privileges arising under or pursuant to such Deed of Easement.

IN WITNESS WHEREOF the said Western Kentucky Energy Corp., acting for itself and WKE Station Two, Inc. and WKE Corp., and LG&E Energy Marketing, Inc. hereby execute this Partial Termination and Release of Deed of Easement this ____ day of _____, 2009.

LG&E ENERGY MARKETING INC.

By: _____

Title: _____

WESTERN KENTUCKY ENERGY
CORP., acting for itself and for WKE
Station Two Inc. and WKE Corp.

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K Arbaugh the Treasurer of EG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

Lindy G. Hamelton
Notary Public

My commission expires: May 3, 2010

(SEAL)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this 11 day of July, 2009, by Daniel K Arbaugh the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation, acting also for WKE Station Two Inc. and WKE Corp.

Lindy G. Hamelton
Notary Public

My commission expires: May 3, 2010

(SEAL)

This instrument prepared by:

Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900

LOU: 3376153-1

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of LG&E Energy Marketing Inc., an Oklahoma corporation, for and on behalf of said corporation.

Notary Public

My commission expires: _____

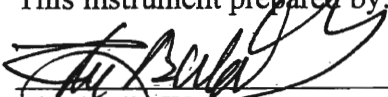
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Termination and Release of Deed of Easement was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation, acting also for WKE Station Two Inc. and WKE Corp.

Notary Public

My commission expires: _____

This instrument prepared by:



Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900

**PARTIAL RELEASE OF GRANTORS' RIGHTS
TO RIGHTS AND EASEMENTS**

Effective on April 1, 2005, Big Rivers Electric Corporation, having an address of 201 Third Street, Henderson, Kentucky 42420, and Western Kentucky Energy Corp. granted and conveyed to the City of Henderson, Kentucky, having an address of City Building, P. O. Box 716, Henderson, Kentucky 42420, and the City of Henderson Utility Commission, having an address of 100 5th Street, Henderson, Kentucky 42420, certain rights of access, easements of location and use, and easements of ingress and egress across lands owned by Big Rivers Electric Corporation, and leased to Western Kentucky Energy Corp., located in Henderson County, Kentucky, for use in connection with the City's Station Two Power Plant and the construction and addition thereto of selective catalytic recovery systems, such Grant of Rights and Easements is of record in Deed Book 548, at page 169, in the office of the Henderson County Court Clerk. Big Rivers Electric Corporation and Western Kentucky Energy Corp. reserved unto themselves certain rights and privileges in connection with said Grant of Rights and Easements.

Western Kentucky Energy Corp. has prior to the execution of this Agreement terminated its Lease of Big Rivers Electric Corporation's property and improvements thereon, and by these presents terminates its rights and privileges reserved in its Grant of Rights and Easements to the City of Henderson, Kentucky and the City of Henderson Utility Commission under terms and provisions of the said Grant of Rights and Easements.

NOW THEREFORE, Western Kentucky Energy Corp., a Kentucky corporation, acting for itself and its successors and assigns does hereby release and forever discharge all of its rights and interests reserved by it under the terms and provisions of the said Grant of Rights and Easements dated April 1, 2005, having terminated its Lease of the Big Rivers Electric Corporation property and improvements thereon upon which said rights and easements were granted to the City of Henderson, Kentucky and the City of Henderson Utility Commission.

WITNESS the signature of the undersigned duly authorized representative of Western Kentucky Energy Corp. this ____ day of _____, 2009.

WESTERN KENTUCKY ENERGY CORP.

By: 

Title: Treasurer

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Release of Grantors' Rights to Rights and Easements was acknowledged before me this 11 day of July, 2009, by Glenn K. Arbogast the Treasurer of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

Cindy G. Hamilton
Notary Public

My commission expires: May 3, 2010

(SEAL)

This instrument prepared by:

Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900

LOU: 3376161-1

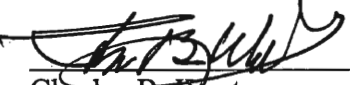
COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Partial Release of Grantors' Rights to Rights and Easements was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of Western Kentucky Energy Corp., a Kentucky corporation, for and on behalf of said corporation.

Notary Public

My commission expires: _____

This instrument prepared by:



Charles B. West
STOLL KEENON OGDEN PLLC
201-C North Main Street
Henderson, KY 42420
270-831-1900