
Section 1: 8-K (8-K)

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **March 1, 2018**

VECTREN CORPORATION

(Exact name of registrant as specified in its charter)

Commission File No.	Registrant, State of Incorporation, Address, and Telephone Number	I.R.S. Employer Identification No.
1-15467	Vectren Corporation (An Indiana Corporation) One Vectren Square, Evansville, Indiana 47708 (812) 491-4000	35-2086905
1-16739	Vectren Utility Holdings, Inc. (An Indiana Corporation) One Vectren Square, Evansville, Indiana 47708 (812) 491-4000	35-2104850

Former name or address, if changed since last report:
N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01. Other Events

Southern Indiana Gas and Electric Company (“SIGECO”), a wholly owned subsidiary of Vectren Utility Holdings, Inc. (“VUHI”), a wholly owned subsidiary of Vectren Corporation (“Vectren”), has previously entered into a Bond Purchase and Covenants Agreement dated September 14, 2017 (“Purchase and Covenants Agreement”) among SIGECO, the lenders party thereto and PNC Bank, National Association, as Administrative Agent (“Administrative Agent”). The Purchase and Covenants Agreement was filed by VUHI and Vectren as Exhibit 4.1 to their Form 8-K dated September 25, 2017 (“8-K dated September 25, 2017”).

On March 1, 2018, SIGECO, the lenders party thereto and the Administrative Agent entered into a Joinder and First Amendment to Bond Purchase and Covenants Agreement (“Joinder and First Amendment”), pursuant to which U.S. Bank National Association became a lender and purchased a portion (32.86%) of the tax-exempt bonds that were held under the Purchase and Covenants Agreement. In addition, under the Joinder and First Amendment, on March 1, 2018, the lenders, pursuant to an option in the Purchase and Covenants Agreement and referenced in the 8-K dated September 25, 2017, extended an additional term loan to SIGECO and purchased in lieu of redemption \$22.2 million principal amount of tax-exempt bonds issued in 2013.

A copy of the Joinder and First Amendment is attached as Exhibit 4.1 to this Current Report on Form 8-K.

On May 1, 2018, SIGECO, the lenders party thereto and the Administrative Agent entered into a Second Amendment to Bond Purchase and Covenants Agreement (“Second Amendment”), pursuant to which the lenders, pursuant to an option in the Purchase and Covenants Agreement and referenced in the 8-K dated September 25, 2017, extended an additional term loan to SIGECO and purchased in lieu of redemption \$39.6 million principal amount of tax-exempt bonds issued in 2013.

A copy of the Second Amendment is attached as Exhibit 4.2 to this Current Report on Form 8-K.

Effective May 1, 2018, \$152.2 million principal amount of tax-exempt bonds are held under and owned by the lenders under the terms of the Purchase and Covenants Agreement, as amended.

Item 9.01. Exhibits

(d) Exhibits

Exhibit Number	Description
<u>4.1</u>	Joinder and First Amendment to Bond Purchase and Covenants Agreement dated March 1, 2018 among SIGECO, the lenders party thereto and PNC Bank, National Association, as Administrative Agent.
<u>4.2</u>	Second Amendment to Bond Purchase and Covenants Agreement dated May 1, 2018 among SIGECO, the lenders party thereto and PNC Bank, National Association, as Administrative Agent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

May 3, 2018

VECTREN CORPORATION
VECTREN UTILITY HOLDINGS, INC.

/s/ M. Susan Hardwick

M. Susan Hardwick
Executive Vice President & Chief Financial Officer

INDEX TO EXHIBITS

The following Exhibits are filed as part of this Report to the extent described in Item 8.01:

Exhibit Number	Description
4.1	Joinder and First Amendment to Bond Purchase and Covenants Agreement dated March 1, 2018 among SIGECO, the lenders party thereto and PNC Bank, National Association, as Administrative Agent.
4.2	Second Amendment to Bond Purchase and Covenants Agreement dated May 1, 2018 among SIGECO, the lenders party thereto and PNC Bank, National Association, as Administrative Agent.

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Section 2: EX-4.1 (EXHIBIT 4.1)

Exhibit 4.1

JOINDER AND FIRST AMENDMENT TO BOND PURCHASE AND COVENANTS AGREEMENT

This JOINDER AND FIRST AMENDMENT TO BOND PURCHASE AND COVENANTS AGREEMENT (this “Joinder Agreement”) is dated March 1, 2018 (the “Increase Effective Date”), and is made by and among SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation (the “Borrower”), each lender party hereto (collectively, the “Lenders” and, individually, a “Lender”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (the “Administrative Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Bond Purchase and Covenants Agreement (as defined below).

Background

1. The Borrower, PNC Bank, National Association, in its capacity as Lender (“PNC”), and the Administrative Agent have entered into that certain Bond Purchase and Covenants Agreement, dated September 14, 2017 (as amended, restated, supplemented and otherwise modified from time to time, the “Bond Purchase and Covenants Agreement”).

2. In accordance with the terms of the Bond Purchase and Covenants Agreement, PNC purchased the Series 2013C Bonds, Series 2013D Bonds and Series 2013E Bonds, and continued to hold the Series 2014B Bonds.

3. On the Increase Effective Date, U.S. Bank National Association (the “Joining Lender”) will purchase a portion of the Series 2013C Bonds, Series 2013D Bonds, Series 2013E Bonds and Series 2014B Bonds, resulting in each Lender holding a share of such bonds.

4. The Borrower has requested, and the Lenders wish to extend, on the Increase Effective Date, a \$22,200,000 term loan to the Borrower on the terms set forth in the Bond Purchase and Covenants Agreement and subject to the conditions set forth herein (the “Incremental Commitment”), in the form of the purchase by the Lenders of the Issuer’s \$22,200,000 Environmental Improvement Refunding Revenue Bonds, Series 2013A (AMT) (Southern Indiana Gas and Electric Company Project) (the “Series 2013A Bonds” and, together with the Series 2013C Bonds, the Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds, the “Bonds”).

5. The parties hereto desire to cause the Joining Lender to become a Lender under the Bond Purchase and Covenants Agreement and to make certain amendments to the Bond Purchase and Covenants Agreement as a result of the Joining Lender becoming a Lender under the Bond Purchase and Covenants Agreement and the Incremental Commitment.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

SECTION 1. Joinder to Bond Purchase and Covenants Agreement. Effective as of the Increase Effective Date:

(a) By its execution of this Joinder Agreement, the Joining Lender is becoming a Lender on the Increase Effective Date and hereby confirms and agrees that, on and after the Increase Effective Date, it shall be and become a party to the Bond Purchase and Covenants Agreement as a Lender, as indicated on Schedule 1.1(B) attached hereto, and shall have all of the rights and be obligated to perform all of the obligations of a Lender thereunder with the Commitments applicable to such Lender identified on Schedule 1.1(B) attached hereto. On and after the Increase Effective Date, all references to the “Lenders” in the Bond Purchase and Covenants Agreement shall be deemed to include the Joining Lender.

(b) On the Increase Effective Date, the Lenders (including the Joining Lender) will automatically and without further act be deemed to have assigned or to have assumed, as applicable, outstanding Commitments such that, after giving effect thereto, each Lender shall have its Commitment as set forth on Schedule 1.1(B) attached hereto together with its Ratable Share (as set forth therein) of the outstanding Bonds on such date. On the Increase Effective Date, PNC shall receive from the Joining Lender such amounts determined by the Administrative Agent that are necessary to effectuate such assignments and assumptions of such outstanding Commitments (all to be made in accordance with the Bond Purchase and Covenants Agreement and as determined by the Administrative Agent), all with the same force and effect as if such assignments were evidenced by an Assignment and Assumption Agreement in accordance with the Bond Purchase and Covenants Agreement.

(c) With respect to the Commitments, upon its receipt of payments of principal, interest and/or fees from the Borrower with respect to any period commencing prior to the Increase Effective Date and ending after such date, the Administrative Agent shall allocate such funds among the Lenders as appropriate to reflect the assignments and assumptions occurring on the Increase Effective Date (and it is understood, for avoidance of doubt, that on and after the Increase Effective Date, the Commitments shall be as set forth on Schedule 1.1(B) attached hereto). The Borrower shall have no responsibility or obligation with respect to payment of any such funds directly to any Lender other than to PNC Bank, National Association in its capacity as Administrative Agent.

(d) Notwithstanding anything to the contrary in the Bond Purchase and Covenants Agreement, no other documents or instruments, including any Assignment and Assumption Agreement, shall be executed in connection with any assignments (all of which requirements are hereby waived) necessary to achieve the allocations of Commitments and Ratable Shares set forth on Schedule 1.1(B) attached hereto and such assignments shall be deemed to be made with all applicable representations, warranties and covenants as if evidenced by an Assignment and Assumption Agreement.

(e) For the avoidance of doubt, neither the effectiveness of this Joinder Agreement nor any of the transactions contemplated herein shall constitute a novation of any Obligations owing under the Bond Purchase and Covenants Agreement. All Obligations outstanding under the existing Bond Purchase and Covenants Agreement are in all respects continuing (as amended hereby) with the terms thereof being modified solely as provided in this Joinder Agreement.

(f) The Lenders acknowledge that the Bond certificates for each of the Bonds shall be registered in the name of and held by PNC Bank, National Association, and PNC Bank, National Association agrees that it holds such Bonds as Administrative Agent for the benefit of the Lenders.

SECTION 2. Amendments to Bond Purchase and Covenants Agreement. Effective as of the Increase Effective Date, the Bond Purchase and Covenants Agreement is hereby amended as follows:

(a) The Background of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Background

1. Pursuant to an Indenture, dated as of April 1, 2013, as amended and supplemented by a First Supplemental Indenture dated as of August 1, 2017 (as so amended and supplemented and as may be further amended and supplemented, the “2013 Indenture”), by and between the Indiana Finance Authority (the “Issuer”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Issuer previously issued its (a) Environmental Improvement Refunding Revenue Bonds, Series 2013A (AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,200,000 (the “Series 2013A Bonds”), (b) Environmental Improvement Refunding Revenue Bonds, Series 2013C (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$4,640,000 (the “Series 2013C Bonds”), (c) Environmental Improvement Refunding Revenue Bonds, Series 2013D (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,500,000 (the “Series 2013D Bonds”), and (d) Environmental Improvement Refunding Revenue Bonds, Series 2013E (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,000,000 (the “Series 2013E Bonds” and, together with the Series 2013C Bonds and Series 2013D Bonds, the “Series 2013 Bonds”).

2. Pursuant to an Indenture, dated as of September 1, 2014, as amended and supplemented by a First Supplemental Indenture dated as of September 1, 2017 (the “2014 Indenture” and, together with the 2013 Indenture, the “Indenture”), by and between the Issuer and the Trustee, the Issuer previously issued its Environmental Improvement Refunding Revenue Bonds, Series 2014B (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$41,275,000 (the “Series 2014B Bonds” and, together with the Series 2013A Bonds and the Series 2013 Bonds, the “Bonds”).

3. The proceeds of the Series 2013A Bonds and the Series 2013 Bonds were loaned to the Borrower (the “2013 Loan”) pursuant to a Loan Agreement, dated as of April 1, 2013 (the “2013 Loan Agreement”), to provide funds to refund certain prior bonds issued for the benefit of the Borrower, as more fully described in the 2013 Indenture. The proceeds of the Series 2014B Bonds were loaned to the Borrower (the “2014 Loan” and, together with the 2013 Loan, the “Loans”) pursuant to a Loan Agreement, dated as of September 1, 2014 (the “2014 Loan Agreement” and, together with the 2013 Loan Agreement, the “Loan Agreement”), to provide funds to refund certain prior bonds issued for the benefit of the Borrower, as more fully described in the 2014 Indenture.

4. The Borrower has requested that the Lenders purchase and hold the Series 2013A Bonds, Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds until May 1, 2023, and the Series 2013C Bonds until January 1, 2022.

5. In order to induce the Lenders to purchase and hold the Bonds (and for the Administrative Agent, at the request of the Lenders, to hold the Bonds for the benefit of the Lenders), the Borrower has agreed to execute and deliver to the Administrative Agent and the Lenders this Agreement and any related agreements, undertakings, instruments and documents.

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, and in order to induce the Lenders to enter into this Agreement and to purchase and hold the Bonds (and to induce the Administrative Agent to hold the Bonds for the benefit of the Lenders), the parties hereto covenant and agree as follows in this Agreement.

(b) The definition of Closing Date in Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Closing Date shall mean (a) with respect to the Series 2013 Bonds, September 14, 2017, (b) with respect to the Series 2014B Bonds, September 22, 2017, and (c) with respect to the Series 2013A Bonds, March 1, 2018.

provided that, notwithstanding the amendment and restatement of such definition, the provisions of Section 4.1(a) of the Bond Purchase and Covenants Agreement shall not apply on the Increase Effective Date in connection with the Closing Date of the Series 2013A Bonds.

(c) The definition of Initial LIBOR Index Interest Rate Period in Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Initial LIBOR Index Interest Rate Period shall mean (a) for the Series 2013C Bonds, the LIBOR Index Interest Rate Period beginning on September 22, 2017 to but excluding the first to occur of (i) the Conversion Date (as defined in the 2013 Indenture) next succeeding such date and (ii) the related Principal Payment Date (as defined in the 2013 Indenture); (b) for the Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds, the LIBOR Index Interest Rate Period beginning on September 22, 2017 to but excluding the first to occur of (i) the Initial Bank Tender Date; (ii) the Conversion Date (as defined in the 2013 Indenture or 2014 Indenture, as applicable) next succeeding September 22, 2017, and (iii) the related Principal Payment Date (as defined in the 2013 Indenture or 2014 Indenture, as applicable); and (c) for the Series 2013A Bonds, the LIBOR Index Interest Rate Period beginning on March 1, 2018 to but excluding the first to occur of (i) the Initial Bank Tender Date; (ii) the Conversion Date (as defined in the 2013 Indenture) next succeeding March 1, 2018, and (iii) the related Principal Payment Date (as defined in the 2013 Indenture).

(d) The definition of Required Lenders in Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Required Lenders shall mean (a) at any time there are three Lenders hereunder, any two Lenders (other than any Defaulting Lender) or (b) at any time there are less than three Lenders hereunder, all Lenders (other than any Defaulting Lender).

(e) Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended by adding the defined term Series 2013A Bonds as follows:

Series 2013A Bonds has the meaning specified in paragraph (1) of the Background statements hereof.

(f) Section 2.1(a) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(a) Purchase and Holding of Bonds. Subject to the terms and conditions of this Agreement (including, but not limited to, Section 2.12 [Purchase of Bonds; Closing Date Procedures] and Section 4.1 [Conditions Precedent to Closing and Funding]) and the other Loan Documents, and in reliance upon the representations and warranties of the Borrower set forth herein and in the other Loan Documents, the Lenders agree (i) to purchase the Series 2013 Bonds on the Closing Date in the aggregate principal amount of \$49,140,000 at par, (ii) to purchase the Series 2013A Bonds on the Closing Date in the aggregate principal amount of \$22,200,000 at par, and (iii) to continue to hold the Series 2014B Bonds on the Closing Date in the aggregate principal amount of \$41,275,000.

(g) Section 2.1(b) of the Bond Purchase and Covenants Agreement is hereby amended by adding a new subclause (iii) thereto to read as follows:

(iii) Series 2013A Bonds. The Series 2013A Bonds shall bear interest at the LIBOR Index Rate payable as set forth in the 2013 Indenture and the Series 2013A Bonds, except as follows:

(A) If a Determination of Taxability occurs, at the option of the Borrower, the Series 2013A Bonds will remain Outstanding (as defined in the 2013 Indenture) but bear interest at the Taxable Rate.

(B) If the LIBOR Index Rate is not determined by the Administrative Agent on the Computation Date or in the event the Administrative Agent shall determine that any of the following described events has occurred and is continuing during the LIBOR Index Interest Rate Period, the Series 2013A Bonds will thereafter bear interest at the Alternate Rate: (1) dollar deposits in the principal amount, and for periods equal to the LIBOR Index Interest Rate Period, of a LIBOR Index Rate are not available in the London inter-bank market; or (2) maintenance of a LIBOR Index Rate would violate any applicable law, rule, regulation or directive, whether or not having the force of law.

(C) Upon the occurrence and continuance of an Event of Default (as defined in the 2013 Indenture) during a LIBOR Index Interest Rate Period, the unpaid principal balance of the Series 2013A Bonds shall accrue interest at the Default Rate.

(h) Section 2.1(c) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(c) Mandatory Tender for Purchase. The Series 2013A Bonds shall mature on March 1, 2038 as provided in the 2013 Indenture and the Series 2013A Bonds; the Series 2013C Bonds shall mature on January 1, 2022 as provided in the 2013 Indenture and the Series 2013C Bonds; the Series 2013D Bonds shall mature on March 1, 2024 as provided in the 2013 Indenture and the Series 2013D Bonds; the Series 2013E Bonds shall mature on May 1, 2037 as provided in the 2013 Indenture and the Series 2013E Bonds; and the Series 2014B Bonds shall mature on July 1, 2025 as provided in the 2014 Indenture and the Series 2014B Bonds. Notwithstanding the forgoing and subsection (d) below, except for the Series 2013C Bonds, the Bonds shall be subject to mandatory tender for purchase by the Borrower on the Initial Bank Tender Date and on each other Bank Tender Date. Except for the Series 2013C Bonds, the Bonds shall be purchased by the Borrower on the Initial Bank Tender Date and on each other Bank Tender Date by delivery of the Purchase Price to the Administrative Agent. Any indemnities and other amounts payable hereunder in connection with such purchase shall also be paid on such Bank Tender Date.

(i) Section 8.2(a)(i) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(i) notify the Trustee of such Event of Default, direct the Trustee to declare an Event of Default (as defined in the 2013 Indenture), accelerate the Series 2013A Bonds and the Series 2013 Bonds and direct the Trustee to exercise remedies under the applicable Issuer Documents;

(j) Schedule 1.1(B) attached to the Bond Purchase and Covenants Agreement is hereby amended and restated in the form of Schedule 1.1(B) attached hereto.

SECTION 3. Representations and Warranties. To induce the Administrative Agent and the Lenders to enter into this Joinder Agreement, the Borrower represents and warrants to the Administrative Agent and each Lender on and as of the Increase Effective Date as follows:

(a) The Borrower has the power and authority and legal right to execute and deliver this Joinder Agreement and to perform its obligations hereunder. The execution and delivery by the Borrower of this Joinder Agreement and the performance of its obligations hereunder have been duly authorized by proper corporate proceedings, and this Joinder Agreement, assuming the due authorization by the other parties hereto and the validity and binding effect on such other parties, constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) (i) Each of the representations and warranties set forth in the Bond Purchase and Covenants Agreement (after giving effect to this Joinder Agreement and the transactions contemplated hereby) is true and correct in all material respects as of the date hereof as if fully set forth herein, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date and except for any actions taken in the ordinary course of business and (ii) no Event of Default has occurred and is continuing as of the date hereof and after giving effect to this Joinder Agreement and the transactions contemplated hereby.

SECTION 4. PNC and Joining Lender Representations and Warranties.

(a) PNC (i) represents and warrants that (A) it is the legal and beneficial owner of that portion of the Commitments relating to the Series 2013C Bonds, Series 2013D Bonds, Series 2013E Bonds and Series 2014B Bonds being assigned to and assumed by the Joining Lenders as reflected on Schedule 1.1(B) attached hereto (the "Assigned Interest"), (B) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, and (C) it has full power and authority, and has taken all action necessary, to execute and deliver this Joinder Agreement and to consummate the transactions contemplated hereby; and (ii) assumes no responsibility with respect to (A) any statements, warranties or representations made in or in connection with the Bond Purchase and Covenants Agreement or any other Loan Document except statements, warranties or representations made by PNC, (B) except with respect to PNC, the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (C) the financial condition of the Borrower, any of its subsidiaries or any other Person obligated in respect of any Loan Document, or (D) the performance or observance by the Borrower, any of its subsidiaries or any other Person of any of their respective obligations under any Loan Document.

(b) The Joining Lender (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Joinder Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Bond Purchase and Covenants Agreement, (B) it meets all requirements of an eligible assignee under the Bond Purchase and Covenants Agreement (subject to receipt of such consents as may be required under the Bond Purchase and Covenants Agreement), (C) from and after the Increase Effective Date, it shall be bound by the provisions of the Bond Purchase and Covenants Agreement as a Lender thereunder and, to the extent of its Commitments, shall have the obligations of a Lender thereunder, and (D) it has received a copy of the Bond Purchase and Covenants Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.5 [Financial Reporting] thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement and to advance its Commitments on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender; and (ii) agrees that (A) it will, independently and without reliance on the Administrative Agent, PNC or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

SECTION 5. Conditions Precedent to Closing and Funding.

(a) This Joinder Agreement shall become effective on the Increase Effective Date, provided that the Administrative Agent shall have received each of the closing deliverables set forth in Section 2.16(b) of the Bond Purchase and Covenants Agreement, in form and substance satisfactory to the Administrative Agent and subject to any waiver of or modifications in such deliverables as shall be accepted by the Administrative Agent.

(b) The Borrower shall have paid all fees and reasonable expenses payable on or before the Increase Effective Date as required by this Joinder Agreement, the Fee Letter or any other Loan Document.

SECTION 6. Reference To and Effect Upon the Bond Purchase and Covenants Agreement.

(a) From and after the Increase Effective Date, (i) the term “Agreement” in the Bond Purchase and Covenants Agreement, and all references to the Bond Purchase and Covenants Agreement in any other Loan Document, shall mean the Bond Purchase and Covenants Agreement as modified hereby, and (ii) this Joinder Agreement shall constitute a Loan Document for all purposes of the Bond Purchase and Covenants Agreement and the other Loan Documents.

(b) This Joinder Agreement is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Bond Purchase and Covenants Agreement or any other Loan Document. Except as set forth herein (including any exhibits, schedules and annexes hereto), this Joinder Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Bond Purchase and Covenants Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Except as set forth herein, nothing herein shall be deemed to entitle the Borrower to receive a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Bond Purchase and Covenants Agreement or any other Loan Document in similar or different circumstances.

SECTION 7. Waiver of Notice of Request for Incremental Commitment. The Administrative Agent acknowledges that the Borrower did not provide written notice of its request to establish the Incremental Commitment at least 10 Business Days prior to the Increase Effective Date as required under Section 2.16(a) of the Bond Purchase and Covenants Agreement, and hereby waives the requirement for such notice to be delivered by the Borrower at least 10 Business Days prior to the Increase Effective Date.

SECTION 8. Affirmation. Each of the Borrower and each Lender expressly (a) consents to the amendments set forth in this Joinder Agreement, (b) reaffirms all of its covenants and other obligations set forth in the Bond Purchase and Covenants Agreement and the other Loan Documents to which it is a party, (c) acknowledges, represents and agrees that its covenants and other obligations set forth in the Bond Purchase and Covenants Agreement and the other Loan Documents to which it is a party remain in full force and effect, and (d) confirms that each of the Loan Documents to which it is a party shall continue to be in full force and effect and is hereby ratified and reaffirmed in all respects.

SECTION 9. Counterparts, Etc. This Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Joinder Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof including any prior confidentiality agreements and commitments. Except as provided in Section 5 hereof, this Joinder Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Joinder Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Joinder Agreement.

SECTION 10. Governing Law. This Joinder Agreement shall be deemed to be a contract under the Laws of the State of Indiana without regard to its conflict of laws principles.

SECTION 11. Severability. The provisions of this Joinder Agreement are intended to be severable. If any provision of this Joinder Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

SECTION 12. Successors. The terms of this Joinder Agreement shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Joinder Agreement has been executed by the parties hereto as of the date first written above.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, as Borrower

By: /s/ Patrick C. Edwards
Patrick C. Edwards
Vice President and Treasurer

[Signature Page to Joinder Agreement]

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Administrative Agent

By: /s/ Tracy J. Venable
Tracy J. Venable
Senior Vice President

[Signature Page to Joinder Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick

Name: Michael E. Temnick

Title: Vice President

[Signature Page to Joinder Agreement]

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 1— Commitments of Lenders and Addresses for Notices to Lenders

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

<u>Lender</u>	<u>2013A Commitment</u>	<u>2013C Commitment</u>	<u>2013D Commitment</u>	<u>2013E Commitment</u>	<u>2014B Commitment</u>	<u>Ratable Shares</u>
Name: PNC Bank, National Association						
Address: 101 W. Washington Street, Suite 200E						
Indianapolis, IN 46255						
Attention: Tracy J. Venable						
Telephone:	(317) 267-7066					
Telecopy:	(317) 267-8899					
	\$ 14,905,000	\$ 3,120,000	\$ 15,110,000	\$ 14,770,000	\$ 27,710,000	67.14%
Name: U.S. Bank National Association						
Address: 214 N. Tryon Street						
Charlotte, NC 28202						
Attention: Michael E. Temnick						
Telephone:	(704) 335-2807					
	\$ 7,295,000	\$ 1,520,000	\$ 7,390,000	\$ 7,230,000	\$ 13,565,000	32.86%
Total	\$ 22,200,000	\$ 4,640,000	\$ 22,500,000	\$ 22,000,000	\$ 41,275,000	100.00%

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 2 - Addresses for Notices to Borrower:

ADMINISTRATIVE AGENT

Name: PNC Bank, National Association
Address: One PNC Center, Suite 400E
Indianapolis, IN 46255
Attention: Tracy J. Venable
Telephone: (317) 267-7066
Telecopy: (317) 267-6249
Email: tracy.venable@pnc.com

With a Copy To:

Agency Services, PNC Bank, National Association
Mail Stop: P7-PFSC-04-I
Address: 500 First Avenue
Pittsburgh, PA 15219
Attention: Agency Services
Telephone: (412) 762-6442
Telecopy: (412) 762-8672

BORROWER:

Name: Southern Indiana Gas and Electric Company
Address: One Vectren Square
Evansville, IN 47708
Attention: Vice President and Treasurer
Telephone: (812) 491-4337
Telecopy: (812) 491-4346
Email: pcedwards@vectren.com

Schedule 1.1(B) - 2

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Section 3: EX-4.2 (EXHIBIT 4.2)

Exhibit 4.2

**SECOND AMENDMENT TO
BOND PURCHASE AND COVENANTS AGREEMENT**

This SECOND AMENDMENT TO BOND PURCHASE AND COVENANTS AGREEMENT (this “Second Amendment”) is dated May 1, 2018 (the “Increase Effective Date”), and is made by and among SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation (the “Borrower”), each lender party hereto (collectively, the “Lenders” and, individually, a “Lender”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (the “Administrative Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Bond Purchase and Covenants Agreement (as defined below).

Background

1. The Borrower, PNC Bank, National Association, in its capacity as Lender (“PNC”), and the Administrative Agent have entered into that certain Bond Purchase and Covenants Agreement, dated September 14, 2017 (the “Original Bond Purchase and Covenants Agreement”).
2. In accordance with the terms of the Original Bond Purchase and Covenants Agreement, PNC purchased the Series 2013C Bonds, Series 2013D Bonds and Series 2013E Bonds, and continued to hold the Series 2014B Bonds.
3. On March 1, 2018, the Borrower, PNC, U.S. Bank National Association, in its capacity as a Lender (“U.S. Bank”), and the Administrative Agent entered into that certain Joinder and First Amendment to Bond Purchase and Covenants Agreement (the “First

Amendment” and, together with the Original Bond Purchase and Covenants Agreement, the “Bond Purchase and Covenants Agreement”), pursuant to which (a) U.S. Bank became a Lender under the Bond Purchase and Covenants Agreement, (b) U.S. Bank purchased a portion of the Series 2013C Bonds, Series 2013D Bonds, Series 2013E Bonds and Series 2014B Bonds from PNC, and (c) the Lenders extended an incremental commitment to the Borrower in the form of the purchase by the Lenders of the Series 2013A Bonds.

4. The Borrower has requested, and the Lenders wish to extend, on the Increase Effective Date, a \$39,550,000 term loan to the Borrower on the terms set forth in the Bond Purchase and Covenants Agreement and subject to the conditions set forth herein (the “Incremental Commitment”), in the form of the purchase by the Lenders of the Issuer’s \$39,550,000 Environmental Improvement Refunding Revenue Bonds, Series 2013B (AMT) (Southern Indiana Gas and Electric Company Project) (the “Series 2013B Bonds” and, together with the Series 2013A Bonds, the Series 2013C Bonds, the Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds, the “Bonds”).

5. The parties hereto desire to make certain amendments to the Bond Purchase and Covenants Agreement as a result of the Incremental Commitment.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

SECTION 1. Establishment of Incremental Commitment under Bond Purchase and Covenants Agreement.

(a) On the Increase Effective Date, the Lenders will, subject to the terms and conditions set forth in Section 4 hereof, make the Incremental Commitment described herein such that, after giving effect thereto, each Lender shall have its Commitments as set forth on Schedule 1.1(B) attached hereto together with its Ratable Share (as set forth therein) of the outstanding Bonds on such date.

(b) For the avoidance of doubt, neither the effectiveness of this Second Amendment nor any of the transactions contemplated herein shall constitute a novation of any Obligations owing under the Bond Purchase and Covenants Agreement. All Obligations outstanding under the existing Bond Purchase and Covenants Agreement are in all respects continuing (as amended hereby) with the terms thereof being modified solely as provided in this Second Amendment.

(c) The Lenders acknowledge that Series 2013B Bond certificates for the Series 2013B Bonds shall be registered in the name of and held by PNC Bank, National Association, and PNC Bank, National Association agrees that it holds such Bonds as Administrative Agent for the benefit of the Lenders.

SECTION 2. Amendments to Bond Purchase and Covenants Agreement. Effective as of the Increase Effective Date, the Bond Purchase and Covenants Agreement is hereby amended as follows:

(a) The cover page of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

BOND PURCHASE AND COVENANTS AGREEMENT

by and among

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

THE LENDERS PARTY HERETO

and

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

Relating to

Indiana Finance Authority

\$22,200,000 Environmental Improvement Refunding Revenue Bonds,
Series 2013A (AMT)
(Southern Indiana Gas and Electric Company Project)

\$39,550,000 Environmental Improvement Refunding Revenue Bonds,
Series 2013B (AMT)
(Southern Indiana Gas and Electric Company Project)

\$4,640,000 Environmental Improvement Refunding Revenue Bonds,
Series 2013C (Non-AMT)
(Southern Indiana Gas and Electric Company Project)

\$22,500,000 Environmental Improvement Refunding Revenue Bonds,
Series 2013D (Non-AMT)
(Southern Indiana Gas and Electric Company Project)

\$22,000,000 Environmental Improvement Refunding Revenue Bonds,
Series 2013E (Non-AMT)
(Southern Indiana Gas and Electric Company Project)

and

\$41,275,000 Environmental Improvement Refunding Revenue Bonds,
Series 2014B
(Southern Indiana Gas and Electric Company Projects)

Dated: September 14, 2017

PNC CAPITAL MARKETS LLC is Sole Bookrunner and Sole Lead Arranger

(b) The Background of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Background

1. Pursuant to an Indenture, dated as of April 1, 2013, as amended and supplemented by a First Supplemental Indenture dated as of August 1, 2017, and a Second Supplemental Indenture dated as of September 1, 2017 (as so amended and supplemented and as may be further amended and supplemented, the "2013 Indenture"), by and between the Indiana Finance Authority (the "Issuer") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), the Issuer previously issued its (a) Environmental Improvement Refunding Revenue Bonds, Series 2013A (AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,200,000 (the "Series 2013A Bonds"), (b) Environmental Improvement Refunding Revenue Bonds, Series 2013B (AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$39,550,000 (the "Series 2013B Bonds"), (c) Environmental Improvement Refunding Revenue Bonds, Series 2013C (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$4,640,000 (the "Series 2013C Bonds"), (d) Environmental Improvement Refunding Revenue Bonds, Series 2013D (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,500,000 (the "Series 2013D Bonds"), and (e) Environmental Improvement Refunding Revenue Bonds, Series 2013E (Non-AMT) (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$22,000,000 (the "Series 2013E Bonds" and, together with the Series 2013C Bonds and Series 2013D Bonds, the "Series 2013 Bonds").

2. Pursuant to an Indenture, dated as of September 1, 2014, as amended and supplemented by a First Supplemental Indenture dated as of September 1, 2017 (the “2014 Indenture” and, together with the 2013 Indenture, the “Indenture”), by and between the Issuer and the Trustee, the Issuer previously issued its Environmental Improvement Refunding Revenue Bonds, Series 2014B (Southern Indiana Gas and Electric Company Project), in the aggregate principal amount of \$41,275,000 (the “Series 2014B Bonds” and, together with the Series 2013A Bonds, the Series 2013B Bonds and the Series 2013 Bonds, the “Bonds”).

3. The proceeds of the Series 2013A Bonds, the Series 2013B Bonds and the Series 2013 Bonds were loaned to the Borrower (the “2013 Loan”) pursuant to a Loan Agreement, dated as of April 1, 2013 (the “Original Agreement”), as amended by a First Amendment to Loan Agreement dated as of September 1, 2017 (the “First Amendment to Loan Agreement” and, together with the Original Agreement, the “2013 Loan Agreement”), each between the Issuer and the Borrower, to provide funds to refund certain prior bonds issued for the benefit of the Borrower, as more fully described in the 2013 Indenture. The proceeds of the Series 2014B Bonds were loaned to the Borrower (the “2014 Loan” and, together with the 2013 Loan, the “Loans”) pursuant to a Loan Agreement, dated as of September 1, 2014 (the “2014 Loan Agreement” and, together with the 2013 Loan Agreement, the “Loan Agreement”), to provide funds to refund certain prior bonds issued for the benefit of the Borrower, as more fully described in the 2014 Indenture.

4. The Borrower has requested that the Lenders purchase and hold the Series 2013A Bonds, the Series 2013B Bonds, the Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds until May 1, 2023, and the Series 2013C Bonds until January 1, 2022.

5. In order to induce the Lenders to purchase and hold the Bonds (and for the Administrative Agent, at the request of the Lenders, to hold the Bonds for the benefit of the Lenders), the Borrower has agreed to execute and deliver to the Administrative Agent and the Lenders this Agreement and any related agreements, undertakings, instruments and documents.

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, and in order to induce the Lenders to enter into this Agreement and to purchase and hold the Bonds (and to induce the Administrative Agent to hold the Bonds for the benefit of the Lenders), the parties hereto covenant and agree as follows in this Agreement.

(c) The definition of Closing Date in Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Closing Date shall mean (a) with respect to the Series 2013 Bonds, September 14, 2017, (b) with respect to the Series 2014B Bonds, September 22, 2017, (c) with respect to the Series 2013A Bonds, March 1, 2018, and (d) with respect to the Series 2013B Bonds, May 1, 2018.

provided that, notwithstanding the amendment and restatement of such definition, the provisions of Section 4.1(a) of the Bond Purchase and Covenants Agreement shall not apply on the Increase Effective Date in connection with the Closing Date of the Series 2013B Bonds.

(d) The definition of Initial LIBOR Index Interest Rate Period in Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

Initial LIBOR Index Interest Rate Period shall mean (a) for the Series 2013C Bonds, the LIBOR Index Interest Rate Period beginning on September 22, 2017 to but excluding the first to occur of (i) the Conversion Date (as defined in the 2013 Indenture) next succeeding such date and (ii) the related Principal Payment Date (as defined in the 2013 Indenture); (b) for the Series 2013D Bonds, the Series 2013E Bonds and the Series 2014B Bonds, the LIBOR Index Interest Rate Period beginning on September 22, 2017 to but excluding the first to occur of (i) the Initial Bank Tender Date; (ii) the Conversion Date (as defined in the 2013 Indenture or 2014 Indenture, as applicable) next succeeding September 22, 2017, and (iii) the related Principal Payment Date (as defined in the 2013 Indenture or 2014 Indenture, as applicable); (c) for the Series 2013A Bonds, the LIBOR Index Interest Rate Period beginning on March 1, 2018 to but excluding the first to occur of (i) the Initial Bank Tender Date; (ii) the Conversion Date (as defined in the 2013 Indenture) next succeeding March 1, 2018, and (iii) the related Principal Payment Date (as defined in the 2013 Indenture); and (d) for the Series 2013B Bonds, the LIBOR Index Interest Rate Period beginning on May 1, 2018 to but excluding the first to occur of (i) the Initial Bank Tender Date; (ii) the Conversion Date (as defined in the 2013 Indenture) next succeeding May 1, 2018, and (iii) the related Principal Payment Date (as defined in the 2013 Indenture).

(e) Section 1.1 of the Bond Purchase and Covenants Agreement is hereby amended by adding the defined term Series 2013B Bonds as follows:

Series 2013B Bonds has the meaning specified in paragraph (1) of the Background statements hereof.

(f) Section 2.1(a) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(a) Purchase and Holding of Bonds. Subject to the terms and conditions of this Agreement (including, but not limited to, Section 2.12 [Purchase of Bonds; Closing Date Procedures] and Section 4.1 [Conditions Precedent to Closing and Funding]) and the other Loan Documents, and in reliance upon the representations and warranties of the Borrower set forth herein and in the other Loan Documents, the Lenders agree (i) to purchase the Series 2013 Bonds on the Closing Date in the aggregate principal amount of \$49,140,000 at par, (ii) to purchase the Series 2013A Bonds on the Closing Date in the aggregate principal amount of \$22,200,000 at par, (iii) to purchase the Series 2013B Bonds on the Closing Date in the aggregate principal amount of \$39,550,000 at par, and (iv) to continue to hold the Series 2014B Bonds on the Closing Date in the aggregate principal amount of \$41,275,000.

(g) Section 2.1(b) of the Bond Purchase and Covenants Agreement is hereby amended by adding a new subclause (iv) thereto to read as follows:

(iv) Series 2013B Bonds. The Series 2013B Bonds shall bear interest at the LIBOR Index Rate payable as set forth in the 2013 Indenture and the Series 2013B Bonds, except as follows:

(A) If a Determination of Taxability occurs, at the option of the Borrower, the Series 2013B Bonds will remain Outstanding (as defined in the 2013 Indenture) but bear interest at the Taxable Rate.

(B) If the LIBOR Index Rate is not determined by the Administrative Agent on the Computation Date or in the event the Administrative Agent shall determine that any of the following described events has occurred and is continuing during the LIBOR Index Interest Rate Period, the Series 2013B Bonds will thereafter bear interest at the Alternate Rate: (1) dollar deposits in the principal amount, and for periods equal to the LIBOR Index Interest Rate Period, of a LIBOR Index Rate are not available in the London inter-bank market; or (2) maintenance of a LIBOR Index Rate would violate any applicable law, rule, regulation or directive, whether or not having the force of law.

(C) Upon the occurrence and continuance of an Event of Default (as defined in the 2013 Indenture) during a LIBOR Index Interest Rate Period, the unpaid principal balance of the Series 2013B Bonds shall accrue interest at the Default Rate.

(h) Section 2.1(c) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(c) Mandatory Tender for Purchase. The Series 2013A Bonds shall mature on March 1, 2038 as provided in the 2013 Indenture and the Series 2013A Bonds; the Series 2013B Bonds shall mature on May 1, 2043 as provided in the 2013 Indenture and the Series 2013B Bonds; the Series 2013C Bonds shall mature on January 1, 2022 as provided in the 2013 Indenture and the Series 2013C Bonds; the Series 2013D Bonds shall mature on March 1, 2024 as provided in the 2013 Indenture and the Series 2013D Bonds; the Series 2013E Bonds shall mature on May 1, 2037 as provided in the 2013 Indenture and the Series 2013E Bonds; and the Series 2014B Bonds shall mature on July 1, 2025 as provided in the 2014 Indenture and the Series 2014B Bonds. Notwithstanding the forgoing and subsection (d) below, except for the Series 2013C Bonds, the Bonds shall be subject to mandatory tender for purchase by the Borrower on the Initial Bank Tender Date and on each other Bank Tender Date. Except for the Series 2013C Bonds, the Bonds shall be purchased by the Borrower on the Initial Bank Tender Date and on each other Bank Tender Date by delivery of the Purchase Price to the Administrative Agent. Any indemnities and other amounts payable hereunder in connection with such purchase shall also be paid on such Bank Tender Date.

(i) Section 8.2(a)(i) of the Bond Purchase and Covenants Agreement is hereby amended and restated in its entirety as follows:

(i) notify the Trustee of such Event of Default, direct the Trustee to declare an Event of Default (as defined in the 2013 Indenture), accelerate the Series 2013A Bonds, the Series 2013B Bonds and the Series 2013 Bonds and direct the Trustee to exercise remedies under the applicable Issuer Documents;

(j) Schedule 1.1(B) attached to the Bond Purchase and Covenants Agreement is hereby amended and restated in the form of Schedule 1.1(B) attached hereto.

SECTION 3. Representations and Warranties. To induce the Administrative Agent and the Lenders to enter into this Second Amendment, the Borrower represents and warrants to the Administrative Agent and each Lender on and as of the Increase Effective Date as follows:

(a) The Borrower has the power and authority and legal right to execute and deliver this Second Amendment and to perform its obligations hereunder. The execution and delivery by the Borrower of this Second Amendment and the performance of its obligations hereunder have been duly authorized by proper corporate proceedings, and this Second Amendment, assuming the due authorization by the other parties hereto and the validity and binding effect on such other parties, constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(b) (i) Each of the representations and warranties set forth in the Bond Purchase and Covenants Agreement (after giving effect to this Second Amendment and the transactions contemplated hereby) is true and correct in all material respects as of the date hereof as if fully set forth herein, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date and except for any actions taken in the ordinary course of business and (ii) no Event of Default has occurred and is continuing as of the date hereof and after giving effect to this Second Amendment and the transactions contemplated hereby.

SECTION 4. Conditions Precedent to Closing and Funding.

(a) This Second Amendment shall become effective on the Increase Effective Date, provided that the Administrative Agent shall have received each of the closing deliverables set forth in Section 2.16(b) of the Bond Purchase and Covenants Agreement, in form and substance satisfactory to the Administrative Agent and subject to any waiver of or modifications in such deliverables as shall be accepted by the Administrative Agent.

(b) The Borrower shall have paid all fees and reasonable expenses payable on or before the Increase Effective Date as required by this Second Amendment, the Fee Letter or any other Loan Document.

SECTION 5. Reference To and Effect Upon the Bond Purchase and Covenants Agreement.

(a) From and after the Increase Effective Date, (i) the term “Agreement” in the Bond Purchase and Covenants Agreement, and all references to the Bond Purchase and Covenants Agreement in any other Loan Document, shall mean the Bond Purchase and Covenants Agreement as modified hereby, and (ii) this Second Amendment shall constitute a Loan Document for all purposes of the Bond Purchase and Covenants Agreement and the other Loan Documents.

(b) This Second Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Bond Purchase and Covenants Agreement or any other Loan Document. Except as set forth herein (including any exhibits, schedules and annexes hereto), this Second Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Bond Purchase and Covenants Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Except as set forth herein, nothing herein shall be deemed to entitle the Borrower to receive a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Bond Purchase and Covenants Agreement or any other Loan Document in similar or different circumstances.

SECTION 6. Affirmation. Each of the Borrower and each Lender expressly (a) consents to the amendments set forth in this Second Amendment, (b) reaffirms all of its covenants and other obligations set forth in the Bond Purchase and Covenants Agreement and the other Loan Documents to which it is a party, (c) acknowledges, represents and agrees that its covenants and other obligations set forth in the Bond Purchase and Covenants Agreement and the other Loan Documents to which it is a party remain in full force and effect, and (d) confirms that each of the Loan Documents to which it is a party shall continue to be in full force and effect and is hereby ratified and reaffirmed in all respects.

SECTION 7. Conformed Copy of Bond Purchase and Covenants Agreement. The Bond Purchase and Covenants Agreement, as conformed by the First Amendment and this Second Amendment, is attached hereto as Exhibit A.

SECTION 8. Counterparts, Etc. This Second Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Second Amendment and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof including any prior confidentiality agreements and commitments. Except as provided in Section 4 hereof, this Second Amendment shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Second Amendment by telecopy or email shall be effective as delivery of a manually executed counterpart of this Second Amendment.

SECTION 9. Governing Law. This Second Amendment shall be deemed to be a contract under the Laws of the State of Indiana without regard to its conflict of laws principles.

SECTION 10. Severability. The provisions of this Second Amendment are intended to be severable. If any provision of this Second Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

SECTION 11. Successors. The terms of this Second Amendment shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Second Amendment has been executed by the parties hereto as of the date first written above.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, as Borrower

By: /s/ Patrick C. Edwards
Patrick C. Edwards
Vice President and Treasurer

[Signature Page to Second Amendment]

PNC BANK, NATIONAL ASSOCIATION,
as a Lender and as Administrative Agent

By: /s/ Tracy J. Venable
Tracy J. Venable
Senior Vice President

[Signature Page to Second Amendment]

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael E. Temnick

Michael E. Temnick
Vice President

[Signature Page to Second Amendment]

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 1— Commitments of Lenders and Addresses for Notices to Lenders

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

<u>Lender</u>	<u>2013A</u> <u>Commitment</u>	<u>2013B</u> <u>Commitment</u>	<u>2013C</u> <u>Commitment</u>	<u>2013D</u> <u>Commitment</u>	<u>2013E</u> <u>Commitment</u>	<u>2014B</u> <u>Commitment</u>	<u>Ratable</u> <u>Shares</u>
Name: PNC Bank, National Association Address: 101 W. Washington Street, Suite 200E Indianapolis, IN 46255 Attention: Tracy J. Venable Telephone: (317) 267-7066 Telecopy: (317) 267-8899	\$ 14,905,000	\$ 26,550,000	\$ 3,120,000	\$ 15,110,000	\$ 14,770,000	\$ 27,710,000	67.14%
Name: U.S. Bank National Association Address: 214 N. Tryon Street Charlotte, NC 28202 Attention: Michael E. Temnick Telephone: (704) 335-2807	\$ 7,295,000	\$ 13,000,000	\$ 1,520,000	\$ 7,390,000	\$ 7,230,000	\$ 13,565,000	32.86%
Total	\$ 22,200,000	\$ 39,550,000	\$ 4,640,000	\$ 22,500,000	\$ 22,000,000	\$ 41,275,000	100.00%

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Part 2 - Addresses for Notices to Borrower:

ADMINISTRATIVE AGENT

Name: PNC Bank, National Association
Address: One PNC Center, Suite 400E
Indianapolis, IN 46255
Attention: Tracy J. Venable
Telephone: (317) 267-7066
Telecopy: (317) 267-6249
Email: tracy.venable@pnc.com

With a Copy To:

Agency Services, PNC Bank, National Association
Mail Stop: P7-PFSC-04-I
Address: 500 First Avenue
Pittsburgh, PA 15219
Attention: Agency Services
Telephone: (412) 762-6442
Telecopy: (412) 762-8672

BORROWER:

Name: Southern Indiana Gas and Electric Company
Address: One Vectren Square
Evansville, IN 47708
Attention: Vice President and Treasurer
Telephone: (812) 491-4337
Telecopy: (812) 491-4346
Email: pcedwards@vectren.com

EXHIBIT A

CONFORMED COPY OF BOND PURCHASE AND COVENANTS AGREEMENT

(Attached)

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