

Additional Changes to the Plan

Also, effective October 23, 2009, and in conjunction with the appointment of Wells Fargo Bank, N.A. as the new Agent, several changes were made to the Plan pursuant to the right to make such changes as described in question 41.

- All references in the Plan related to the enrollment authorization form shall be amended to refer to an Account Authorization Form.
- Any cash investments made by electronic funds transfer or check drawn on a U.S. bank shall be made payable to “Shareowner Services.”
 - Participants will be charged a \$25.00 return fee on any unpaid returned checks.
- The fee for selling shares through the Plan has increased from \$10 per transaction to \$15 per transaction. Also, the brokerage commission to sell shares through the Plan has increased from \$0.035 per share to \$0.10 per share.
- Investors wishing to make an initial purchase of Vectren common stock through the Plan will be charged a \$10 enrollment fee.
 - The answer to question 31 has been replaced in its entirety by the following:

In administering the Plan, neither Vectren, the Agent nor any independent agent is liable for any good faith act or omission to act, including but not limited to any claim of liability (i) arising out of the failure to terminate a Participant’s account upon such Participant’s death prior to receipt of a notice in writing of such death, (ii) with respect to the prices or times at which shares are purchased or sold, or (iii) as to the value of the shares acquired for Participants. Selling Participants should be aware that the share price of Vectren common stock may fall or rise during the period between a request for sale, its receipt by the Agent, and the ultimate sale in the open market. You should evaluate these possibilities while deciding whether and when to sell any shares through the Plan. The price risk will be borne solely by you.

The Agent is authorized to choose a broker/dealer, including an affiliated broker/dealer, at its sole discretion to facilitate purchases and sales of common stock by Plan Participants. The Agent will furnish the name of the registered broker/dealer, including any affiliated broker/dealer, utilized in share transactions within a reasonable time upon written request from the Participant. The Agent is acting solely as agent of Vectren and owes no duties, fiduciary or otherwise, to any other person by reason of this Plan, and no implied duties, fiduciary or otherwise, shall be read into this Plan. The Agent undertakes to perform such duties and only such duties as are expressly set forth herein to be performed by it and no implied covenants or obligations shall be read into this Plan against the Agent or Vectren. In the absence of negligence or willful misconduct on its part, the Agent, whether acting directly or through agents or attorneys, shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties hereunder. In no event shall the Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if the Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Agent shall: (i) not be required to and shall make no representations and have no responsibilities as to the validity, accuracy, value or genuineness of any signatures or endorsements, other than its own; and (ii) not be obligated to take any legal action hereunder that might, in its judgment, involve any expense or liability, unless it has been furnished with reasonable indemnity. The Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Plan arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or

communications services, accidents, labor disputes, acts of civil or military authority or governmental actions; it being understood that the Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

This letter constitutes part of your Prospectus for the Plan and we suggest that you retain it for future reference.