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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

E.ON-U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

EXHIBIT 42

Fuel Contracts

[The fuel contracts for this exhibit have been filed under a petition for confidential protection by Western Kentucky Energy Corp. on December 28, 2007]

December 2007

WKE-00-020

MARATHON ASHLAND

11-30-00/12-31-11

MAP WKE-00-020

PETROLEUM COKE SUPPLY AGREEMENT

This Petroleum Coke Supply Agreement (the "Agreement") dated as of November 30, 2000 between Western Kentucky Energy Corp., and WKE Station Two Inc. (collectively, the "Buyer"), both Kentucky corporations, 220 West Main Street, Louisville, Kentucky 40202, and Marathon Ashland Petroleum LLC, a Delaware limited liability company, 539 South Main Street, Findlay, Ohio 45840-3295 (the "Seller").

Buyer and Seller agree as follows:

ARTICLE I. DEFINITIONS

1.1 For purposes of this Agreement, the following terms shall have the meanings indicated below:

"All Commercially Reasonable Efforts" means those material activities which a reasonable business person, taking into consideration all pertinent facts, circumstances and exigencies, if any, existing at the time, and consistently applying such party's standards and practices for cost-benefit analysis and risk analysis as appropriate in such circumstances, would engage in so as to operate in an efficient manner, without undue economic risk or risk to personnel, property or the environment.

"Average Monthly Quality(ies)" shall have the meaning set forth in Article 7.3.

"Average Market Midpoint" means the arithmetic average, for the previous calendar quarter, of the high and low prices as printed in the *Pace Petroleum Coke Quarterly*, "Table 1, Green and Calcined Petroleum Coke Prices", Export Markets, High Sulfur Green Coke, Gulf Coast, Below 50 HGI, converted from metric to short ton by multiplying said high and low average by a factor of .9072. If the *Pace Petroleum Coke Quarterly* ceases to be published during the term of this Agreement, an equally representative publication, mutually agreeable to Buyer and Seller, will be used to establish the Average Market Midpoint.

"Buyer" means Western Kentucky Energy Corp. for Pet Coke that is delivered or is to be delivered to Western Kentucky Energy Corp., and WKE Station Two Inc. for Pet Coke that is delivered or is to be delivered to WKE Station Two Inc.

"Base Delivery Point" means Robert D. Green Generating Station at mile point 41.2 on the Green River.

"Coker Facility" means the coker to be constructed at Seller's Garyville, Louisiana refinery including, without limitation, crushing facilities, a conveying and barge loading system, and a holding/inventory pit.

"Delivery Point" shall have the meaning set forth in Article 5.1.

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“Force Majeure” shall have the meaning set forth in Article 10.1.

“Free Time Period” shall have the meaning set forth in Article 5.7.

“Grinders” shall have the meaning set forth in Article 3.1(b).

“Non-Conforming Shipment” means Pet Coke that is under the minimum specifications or over the maximum specifications set forth in Section 6.1 or that has not been processed through an operating crusher.

“Notice Period” shall have the meaning set forth in Article 13.1.

“Pet Coke” shall have the meaning set forth in Article 3.1(c).

“Power Facilities” means the Green and Henderson Station electricity generation facilities located near Sebree, Kentucky.

“Put Quantity” shall have the meaning set forth in Article 4.3.

“Quarterly Adjustment Amount” shall have the meaning set forth in Article 8.1.

“Seller’s Pet Coke Production” shall mean all Pet Coke produced from the Coker Facility plus or minus ten percent (10%) tolerance.

“Shipment” means one (1) barge load of Pet Coke.

“Ship Date” means the date a Shipment is loaded at the dock at Seller's Garyville, Louisiana refinery. For Shipments not produced from the Coker Facility, Ship Date means the date a Shipment is released from the loading port for delivery.

“SO2 Allowance Price” means Buyer's internal price of SO2 emission credits, not to exceed the freely traded price for SO2 allowances as reported in the most recently available publication of *Cantor-Fitzgerald*. If *Cantor-Fitzgerald* ceases to be published during the term of this Agreement, the daily price on the Chicago Mercantile Exchange will be used to establish the SO2 Allowance Price for purposes of this calculation.

“Source” means Seller’s Coker Facility or such other place producing Pet Coke to be delivered to Buyer, as approved by Buyer pursuant to Article 4.6.

“Startup Period” means the period beginning with the month in which Seller first introduces feed into the Coker Facility and continuing until the last day of the month in which all of the Average Monthly Qualities of Pet Coke produced by the Coker Facility first meet each of the specifications set forth in Article 6.1.

“Sulfur Adjustment” shall have the meaning set forth in Article 8.5.

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“Ton” means a short ton consisting of 2000 pounds.

“Transaction Price” shall have the meaning set forth in Article 8.1.

“Transportation Adjustment” shall have the meaning set forth in Article 8.4.

ARTICLE II. TERM

2.1 Unless previously terminated pursuant to the termination provisions contained elsewhere in this Agreement, this Agreement shall come into force on the date hereof and continue in effect until December 31, 2011.

ARTICLE III. ASSURANCES OF BUYER AND SELLER

3.1 Buyer represents and warrants to Seller that:

(a) the execution and performance by Buyer of this Agreement has been authorized by all necessary company action. This Agreement has been duly executed by Buyer and, assuming the due authorization and execution of this Agreement by Seller, constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) Buyer has received all necessary internal approvals of Buyer, its parent and any affiliated companies including, but not limited to, budget and capital expenditure approvals, for the construction and operation of new grinding facilities and equipment at the Power Facilities (the “Grinders”).

(c) the Grinders will be designed so as to be capable of grinding green delayed petroleum coke (“Pet Coke”) having the specifications set forth in Article VI and making it suitable for use at the Power Facilities.

(d) Buyer will use All Commercially Reasonable Efforts to ensure that by, September 1, 2001: (i) all material aspects of the Grinders will be mechanically complete and in substantial conformity with their design plans and specifications, (ii) Buyer will have obtained any permits, licenses, authorizations, consents exemptions, registrations, approvals, or other authorizations of any kind which are required to operate the Grinders and to burn Pet Coke having the specifications set forth in Article VI at the Power Facilities including, but not limited to, required air permits; and (iii) the Grinders will be capable of grinding Pet Coke on or before September 1, 2001.

3.2 Buyer shall provide to Seller written progress reports, which include Buyer’s most recent projections as to the month in which the Grinders are expected to be mechanically complete and in which all required permits are expected to be secured. Buyer's reports will be provided to Seller on Jan. 15, March 15, May 15, July 15, and Sept. 15, 2001.

3.3 Seller represents and warrants to Buyer that:

(a) The execution and performance by Seller of this Agreement has been duly authorized by all necessary company action. This Agreement has been duly executed by Seller and, assuming the due authorization and execution of this Agreement by Buyer, constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) Seller has received all necessary approvals including, but not limited to, budget and capital expenditure approvals, for the construction and operation of the Coker Facility.

(c) The crushing facilities comprising a part of the Coker Facility will be capable of crushing Pet Coke produced from the Coker Facility to a size of 4" X 0" Nominal (Nominal meaning that the Pet Coke meets the size specification on at least two of its dimensions). All Pet Coke produced from the Coker Facility and sold to Buyer shall be processed through such crushing facilities.

(d) Seller will use All Commercially Reasonable Efforts to ensure that: (i) by September 1, 2001, all material aspects of the Coker Facility will be mechanically complete and in substantial conformity with their design plans and specifications, and that Pet Coke production will commence; (ii) by September 1, 2001, Seller will have obtained any permits, licenses, authorizations, consents exemptions, registrations, approvals, or other authorizations of any kind which are required to operate the Coker Facility and to produce Pet Coke having the specifications set forth in Article VI; and (iii) the Startup Period will end on or before March 31, 2002.

3.4 Seller shall provide to Buyer written progress reports, which include Seller's most recent projections as to the month in which the Coker Facility, currently under construction, is expected to be mechanically complete. Seller's reports will be provided to Buyer within 30 days following the end of each calendar quarter preceding completion, commencing in 2001.

3.5 Seller shall provide to Buyer (a) a written report of the projected Seller's Pet Coke Production for each calendar quarter within thirty (30) days prior to the beginning of such calendar quarter following the Startup Period; and (b) a written report of the actual Seller's Pet Coke Production for each calendar quarter within thirty (30) days after the end of such calendar quarter; it being understood that any such projection is for informational purposes only, and no such projection shall constitute or be deemed, interpreted or relied upon by Buyer as a certification by Seller of the volume of Pet Coke Seller is obligated to sell to Buyer hereunder. The reports of the actual Seller's Pet Coke Production will have a tolerance of plus or minus ten percent, as set forth in Article I, Definitions.

ARTICLE IV. QUANTITY

4.1 Buyer understands and agrees that Pet Coke is a by-product of oil refining and that, any

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term or provision of this Agreement to the contrary notwithstanding, Seller may from time to time determine, in its sole discretion, to (i) not produce Pet Coke; (ii) produce products other than Pet Coke; (iii) produce quantities of Pet Coke different from any estimates in this Agreement; or (iv) produce Pet Coke with quality specifications different from those set forth in Article VI of this Agreement.

4.2 Subject to the terms and conditions of this Agreement, Buyer shall purchase Pet Coke from Seller and Seller shall sell Pet Coke to Buyer in the quantities shipped by Seller to Buyer from time to time, in accordance with the following limits:

(a) in each calendar year, beginning with the calendar year in which Seller first introduces feed into the Coker Facility, at least 50% of Seller's Pet Coke Production (considering the ten percent (10%) tolerance referenced in Article I, Definitions) in the year, but no more than 500,000 Tons (or *pro rata* portion thereof, for periods which are less than a full calendar year); and

(b) subject to Article 4.2(a), in each calendar quarter, at least (i) 50% of Seller's Pet Coke Production (considering the ten percent (10%) tolerance referenced in Article I, Definitions) in such quarter or (ii) 75,000 Tons, (or *pro rata* portion thereof, for periods which are less than a full calendar quarter), whichever is less, but no more than 175,000 Tons.

4.3 Subject to the terms and conditions set forth in this Agreement, Seller may, at Seller's option, sell Pet Coke to Buyer (and upon exercise of Seller's option, Buyer shall purchase Pet Coke from Seller) in excess of the limits set forth in Article 4.2 (the "Put Quantity"). Put Quantity sales shall be upon and subject to the following terms and conditions:

(a) The right of Seller to sell Pet Coke as Put Quantity in a month shall be subject to the following:

(i) Seller may sell Pet Coke as Put Quantity if the maximum quarterly limitation set forth in Article 4.2(b) has been reached at that time, which is prior to the end of that calendar quarter;

(ii) the limitation set forth in Article 4.3(a)(i) shall not apply, and Seller may sell Pet Coke as Put Quantity, if the maximum annual limitation set forth in Article 4.2(a) has been reached at that time, which is prior to the end of that calendar year; in the event of which, any Pet Coke sold in such year which is in excess of the limitation set forth in Article 4.2(a) shall be sold as Put Quantity; and

(iii) the maximum volume of Pet Coke that Seller may sell as Put Quantity in a calendar year shall be 400,000 Tons (or *pro rata* portion thereof for periods less than a full calendar year).

(b) To exercise its option to sell Put Quantity volumes, Seller must give Buyer oral notice, followed by written confirmation, on or before the fifteenth day of a month, of Seller's

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intention to deliver Put Quantity volumes in subsequent months. To be effective, such oral notice must be given:

(i) at least 15 days prior to the first day of a subsequent month, in order for Seller to sell a Put Quantity of 11,000 Tons or less to Buyer in the month;

(ii) at least 45 days prior to the first day of a subsequent month, in order for Seller to sell a Put Quantity of more than 11,000 Tons, up to 22,000 Tons, to Buyer in the month; and

(iii) at least 60 days prior to the first day of a subsequent month, in order for Seller to sell a Put Quantity of more than 22,000 Tons, up to 33,000 Tons, to Buyer in the month.

Seller may give Buyer its option exercise notice only once in a given month, for any one future month; it being understood, however, that Seller may in a given month give notices for multiple future months, and from month to month may deliver multiple notices to Buyer with respect to a given month, to the end that, with appropriate notification, the Put Quantity in a month may be as much as the maximum monthly limit set forth in Article 4.4.

(c) The purchase price to be paid by Buyer for any Put Quantity shall be the price determined in accordance with Article 8.3.

4.4 Articles 4.2 and 4.3 notwithstanding, the maximum volume of Pet Coke that Seller may sell to Buyer in a month, as Put Quantity or otherwise, shall be the greater of 91,000 Tons or Buyer's unloading capacity at the Power Facilities from time to time, which is 91,000 Tons on the date of this Agreement.

4.5 Each Shipment shall be adjusted for moisture content measured at the Source. Shipments having a moisture content of 9% or less shall receive no quantity adjustment. For Shipments having a moisture content more than 9%, the quantity thereof shall be determined by the following formula:

$$\text{Shipment quantity} = \text{Measured quantity (before moisture adjustment)} * (100-x)/91$$

Where x = the percent moisture in the Shipment.

By way of example, the Shipment quantity for a Shipment with ten percent moisture content would be multiplied by a factor of $(100-10)/91$, or 0.989.

4.6 With Buyer's consent, which may be withheld in Buyer's sole discretion, Seller may from time to time satisfy its obligations under this Agreement by selling Pet Coke to Buyer that has not been produced from the Coker Facility. Seller shall provide oral notification to Buyer of the anticipated source and quantity of the Pet Coke, and of any known variances that the Shipment is expected to have from the specifications set forth in Article VI, no less than 48 hours prior to the Ship Date of the Pet Coke, and Buyer shall accept or reject Seller's request within 48 hours after receiving such notification from Seller, it being understood that if Seller has not received notice

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of Buyer's rejection within this time frame, Buyer shall have agreed to purchase the Pet Coke that is the subject of Seller's notification.

4.7 Buyer acknowledges that there are limited Pet Coke storage facilities at Seller's Garyville, Louisiana refinery and that its commitment to purchase and receive Pet Coke from Seller is accordingly of the essence of this Agreement. In the event that Buyer fails to purchase Pet Coke from Seller in the quantities required under this Agreement, and such failure is not otherwise excused pursuant to the terms and conditions of this Agreement, then in addition to Seller's right to recover compensatory damages, Buyer shall reimburse Seller for any and all other costs including, without limitation, any and all transportation, marketing and all other costs incurred by Seller to sell or dispose of Pet Coke not accepted by Buyer.

4.8 In the event that Seller fails to deliver Pet Coke to Buyer in the quantities required under this Agreement, and such failure is not otherwise excused pursuant to the terms and conditions of this Agreement, Seller shall reimburse Buyer for the costs of cover, including without limitation any and all transportation costs, costs of procurement of similar quality replacement Pet Coke to the extent but only to the extent that the purchase price thereof exceeds the amount due for an equal quantity of Pet Coke hereunder, and all other costs incurred by Buyer to acquire Pet Coke not delivered by Seller.

4.9 Any term or provision of this Agreement to the contrary notwithstanding, Buyer shall not be required to purchase, nor be subject to any liability for not purchasing Pet Coke hereunder if and to the extent that:

(a) such underpurchase comes as a consequence of Buyer performing or having performed remedial work required or beneficial for continued operation of the Grinders or Power Facilities (whether planned or unplanned) and causing Buyer to be unable, despite the exercise by Buyer of All Commercially Reasonable Efforts, to complete such remedial work in a timely fashion (it being understood by Seller that Buyer's ability to timely complete work on the Power Facilities may be influenced by its ability to secure necessary lessor and lessor's lenders' approvals), to purchase the minimum annual and quarterly quantities of Pet Coke set forth in Articles 4.2(a) and 4.2(b), respectively, provided that Buyer notifies Seller of any such planned work at least 90 days prior to the month in which such work is to begin, and of any other remedial work as soon as reasonably possible; or

(b) such underpurchase is the result of an underdelivery by Seller or is the result of Force Majeure excused pursuant to Article X.

4.10 Any other term or provision of this Agreement to the contrary notwithstanding, Seller shall not be required to deliver, nor be subject to any liability for not delivering Pet Coke hereunder if and to the extent that:

(a) such underdelivery results pursuant to a request by Seller to sell Pet Coke to a third party to which Buyer gives its consent, such request and consent to be in accordance with and governed by the following:

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(i) Buyer shall receive Seller's verbal request no less than 72 hours prior to the date proposed by Seller as the effective date of the third party sale (which request shall set forth Seller's good faith estimate of proceeds Buyer will receive from such sale, shall be confirmed in writing by Seller, and shall be re-made if, prior to consummation of such sale, it becomes apparent that Buyer's proceeds will be more than fifteen percent less than originally estimated);

(ii) Buyer shall notify Seller of Buyer's rejection of Seller's request within 24 hours after receiving such request from Seller; it being understood that if Seller has not received notice of Buyer's rejection within this time frame, Buyer shall be deemed to have consented to Seller's request;

(iii) in the event Buyer consents to or fails to timely reject Seller's request, and Seller proceeds with the sale of Pet Coke to a third party, Seller shall pay Buyer an amount equal to 50% of the amount by which the net proceeds of the third party sale exceeds the net proceeds that would have been received by Seller had the Pet Coke been sold to Buyer hereunder, it being understood that Seller's net proceeds from the sale of the Pet Coke to a third party shall be calculated by subtracting, from the aggregate price paid by the third party, all of Seller's third party costs associated with the sale including, but not limited to, usual and customary marketing and transportation costs, and it being further understood that any such sale to a third party shall not result in a negative charge to Buyer; and

(iv) Seller's payment shall be in the form of a credit to the invoice issued by Seller pursuant to Article IX in the month following the month in which Seller receives the proceeds of sale of the third party sale; provided that in no event shall the final amount of any such invoice be negative by operation of this Article. In the event such credit would create a negative invoice amount, the excess will be carried forward and credited against the Buyer's next invoice;

(b) such underdelivery is the result of:

- (i) an underpurchase by Buyer;
- (ii) Force Majeure excused pursuant to Article X; or

(c) such underdelivery is within the tolerance referenced in Article I, Definitions.

4.11 Seller will notify Buyer of and afford Buyer an opportunity to bid upon any open market sales of Pet Coke that Seller intends to offer.

ARTICLE V. DELIVERY

5.1 Pet Coke shall be delivered as directed by Buyer via barge (i) F.O.B. Robert D. Green Generating Station at mile point 41.2 on the Green River, (ii) F.O.B. D.B. Wilson Generating Station at mile point 74.0 on the Green River, (iii) F.O.B. Coleman Generating Station at mile point 728.4 on the Ohio River, or (iv) F.O.B. Grand River Terminal at mile point 23 on the

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Tennessee River, as designated by Buyer (each a "Delivery Point"), or to such other place as may be designated by Buyer as provided in Article 5.2.

5.2 Buyer shall have the right to change designation of Delivery Points hereunder by timely notifying Seller of the revised Delivery Point. If in Seller's reasonable judgement, such notice provides Seller with sufficient time to redirect the barge before the Shipment arrives at the originally designated Delivery Point, Seller shall advise Buyer, as soon as Seller is reasonably able to do so, of any increases or decreases in transportation costs that would result from such change, with supporting documentation if requested by Buyer. Thereafter, Buyer shall notify Seller as to whether it wishes to proceed with the designation of a new Delivery Point. If Seller incurs additional transportation or other costs as a result of Buyer's designation of a new Delivery Point, or as a result of Buyer's election not to ultimately proceed with the new Delivery Point, any resulting increases in transportation costs shall be solely for the account of Buyer, and any decreases in transportation costs shall be credited to Buyer's account.

5.3 Seller shall arrange for barge transportation and shall pay for all costs, charges, and fees related to the transportation of the Pet Coke to a Delivery Point. Seller shall require that all barges employed in the delivery of Pet Coke are jumbo, open hopper type barges without covers, are maintained in a safe, seaworthy condition, suitable for the offloading of Pet Coke, and at the time of loading shall be free of debris and water.

5.4 Buyer's offloading facilities shall be capable of offloading Pet Coke from barges at the rate of at least 300 Tons per hour.

5.5 All costs incurred by either party in offloading Pet Coke from the barges including, but not limited to cleaning expenses resulting from cargo or debris left on board barges, are for the Buyer's account. Buyer shall remove all Pet Coke cargo and thereafter release barges with hoppers, walkways and decks reasonably free of Pet Coke and debris; provided, the estimated weight of any debris contained in cargo shall be deducted from the weight of the cargo. If the hoppers, walkways and decks are not reasonably free of Pet Coke and debris upon release by Buyer, the barges will remain on placement until cleaning is completed.

5.6 Title to and risk of loss of Pet Coke sold will pass to Buyer when barges are moored all fast in the unloading area designated by Buyer at the Delivery Point. Seller shall reimburse Buyer for any Pet Coke for which title has passed to Buyer but of which Buyer is unable, using its usual and customary unloading procedures and equipment, to actually take possession due to the negligent acts of Seller or Seller's carrier.

5.7 The Transaction Price set forth in Article 8 hereof includes a free time period of three days (the "Free Time Period"). The running of the Free Time Period and any resulting demurrage shall be determined in accordance with the following:

- (a) The Free Time Period shall not stop running during Sundays and national holidays.
- (b) For Delivery Points located on the Green River, Seller or Seller's carrier shall notify Buyer when a barge carrying a Shipment is ready to proceed to the Delivery Point from

the mouth of the Green River. If Buyer thereupon advises Seller or Seller's carrier that the barge may proceed to the intended Delivery Point, the Free Time Period shall commence upon actual placement of the barge at the Delivery Point. If Buyer advises Seller or Seller's carrier that the barge may not proceed to the Delivery Point, the Free Time Period shall commence upon actual placement of the barge at the fleeting service at the mouth of the Green River. In the event that actual placement at the Delivery Point or at the mouth of the Green River occurs after 6:00 p.m. local time, the Free Time Period shall commence no earlier than 7:00 a.m. on the following day;

- (c) For Delivery points not located on the Green River, the Free Time Period shall commence upon actual placement of the barge at the Delivery Point. In the event that actual placement at the Delivery Point occurs after 6:00 p.m. local time, the Free Time Period shall commence no earlier than 7:00 a.m. on the following day;
- (d) The Free Time Period shall end 72 hours after the Free Time Period commences.
- (e) If Buyer fails to complete unloading of the Pet Coke cargo for any reason that is not excused hereunder, and to provide Seller or Seller's carrier of notice of completion of unloading within the Free Time Period, demurrage charges shall be included in Seller's invoices to Buyer. Demurrage charges will be calculated at a daily rate equal to the demurrage rates in Seller's contract with the carrier.

ARTICLE VI. QUALITY

6.1 Pet Coke delivered hereunder shall be free and clear of any lien, claim or encumbrance, samples shall be taken from each Shipment and each Shipment shall conform to the following specifications:

<u>Property</u>	<u>Specification</u>	<u>Typical*</u>
Moisture, %	12.5 max	9.0
Ash (Dry Basis), %	1.5 max	< 0.2
Volatile Matter (Dry Basis), %	7.0 min	9.5
Sulfur (Dry Basis), %	10.0 max	7.7
HHV (Dry Basis), BTU/lb	13,500 min	14,750
HGI	25 min	30
Nickel (Dry Basis), ppm		360
Vanadium (Dry Basis), ppm		1600

*for information purposes only

For any given Shipment, the specifications expressed in this Article on a dry basis can be equated to an as-shipped specification by multiplying the dry specification value by $(100-x)/100$, where x is the actual percent moisture in the individual Shipment.

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6.2 Buyer acknowledges that Pet Coke is a refinery by-product and that for economic reasons, Seller cannot control the chemical composition of the Pet Coke sold to Buyer hereunder. **THEREFORE, PET COKE SOLD AND DELIVERED UNDER THIS AGREEMENT IS SOLD ON AN "AS IS" BASIS, EXCEPT AS OTHERWISE PROVIDED IN ARTICLE 6.1, AND NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE MADE BY SELLER. SELLER EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

6.3 Upon receipt of documentation that a Shipment is a Non-Conforming Shipment, Seller shall timely notify Buyer which specification or specifications cause the Shipment to be a Non-Conforming Shipment. Seller may sell the Non-Conforming Shipment to Buyer at a mutually agreeable price, provided that Seller shall be under no obligation to sell the Non-Conforming Shipment to Buyer.

6.4 Seller may require Buyer to purchase, at a price that is representative in the market place for similar quality petroleum coke, any Non-Conforming Shipment, provided such Non-Conforming Shipment is, in the reasonable judgement of Buyer, physically capable of being unloaded from barges using Buyer's unloading equipment. If Buyer and Seller are unable to agree on a price that is representative in the market place for similar quality petroleum coke, the parties shall select a third party consultant to determine the market price for the Non-Conforming Shipment. The cost of using such consultant shall be borne equally by Buyer and Seller. Buyer and Seller agree that if, in the reasonable judgment of Buyer, Buyer cannot use the Non-Conforming Shipment as fuel in the Power Facilities, Buyer will so advise Seller within seventy-two (72) hours after receiving Seller's verbal notice that the Shipment is a Non-Conforming Shipment. Upon receiving Buyer's notice, Seller shall either sell the Non-Conforming Shipment to a third-party purchaser or shall otherwise dispose of the Non-Conforming Shipment. In the event the Non-Conforming Shipment has been unloaded at the Buyer's Facilities, Buyer will assist Seller in loading the Non-Conforming Shipment into barges, trucks, or other transport means chosen by Seller, for further disposal by Seller. Seller will reimburse Buyer for reasonable costs incurred in loading the Non-Conforming Shipment. Title to Non-Conforming Shipments that are sold to third parties or otherwise disposed of by Seller shall remain with Seller. All costs incurred in selling and delivering the Non-Conforming Shipment to the third-party purchaser and/or costs incurred in transporting and disposing of the Non-Conforming Shipment shall be borne by Seller.

6.5 The volume of any Non-Conforming Shipments for which Buyer does not pay the Transaction Price shall not be counted as Pet Coke sold hereunder for purposes of determining fulfillment of Seller's obligation to supply or Buyer's obligation to buy Pet Coke for the calendar year in which the Non-Conforming Shipment's Ship Date occurred.

6.6 If, at any time after the Startup Period, Seller ships 5 or more Non-Conforming Shipments in a month, or if 20% or more of the Shipments during any calendar quarter are Non-Conforming Shipments, then Buyer may, upon 48 hours written notice to Seller, suspend future Shipments except Shipments already loaded into barges. After such notice, Seller may provide Buyer with assurances that subsequent Shipments of Pet Coke shall meet the specifications set

forth in Article 6.1, which assurances shall include All Commercially Reasonable Efforts to produce Pet Coke meeting the specifications set forth hereunder. Upon acceptance of Seller's assurances, such acceptance not to be unreasonably withheld, Buyer's suspension will end and Seller may resume shipments to Buyer. It is understood that if suspension occurs more than twice in one rolling twelve (12) month period, Seller will use All Commercially Reasonable Efforts to include corrective measures not theretofore taken in providing its assurances to Buyer.

ARTICLE VII. WEIGHTS, SAMPLING AND ANALYSIS

7.1 The weight of the Pet Coke delivered hereunder shall be determined by Seller on the basis of either belt scale weights or barge draft surveys, at Seller's option. Scale tests and calibrations shall occur pursuant to manufacturer's specifications or as mutually agreed by Buyer and Seller. Buyer may request that Seller have the scale tested by an independent testing agency chosen by Buyer after consulting with Seller, provided that such independent tests shall be performed no more than once every calendar quarter and that all testing costs shall be paid by Buyer. Seller shall provide Buyer with a copy of the test results and associated scale adjustments, if any, within three (3) working days after completion of the test. Buyer and its representatives shall have the right, upon reasonable notice to Seller, to observe a test at the loading port simultaneously with Seller and/or Seller's contractor.

7.2 The sampling of the Pet Coke delivered hereunder shall be performed at the loading port. Such sampling and analysis thereof shall be performed by Seller or Seller's contractor and, subject to Buyer's rights arising under this Article 7.2, the results thereof shall be accepted and used by the parties for determination of quality and characteristics of the Pet Coke delivered under this Agreement. Analyses shall be prepared in accordance with industry-accepted, ASTM standards or as mutually agreed by Buyer and Seller, and all costs of collecting samples and preparing the analyses shall be shared equally by Buyer and Seller. Samples for analyses shall be taken by an automatic sampler capable of belt sweep sampling, may be composited, and shall be taken with a frequency and regularity sufficient to provide reasonably accurate representative samples of the deliveries made hereunder. Seller or Seller's contractor shall maintain such sampler in good and reasonable mechanical condition such that the sampler shall perform its intended task of obtaining an unbiased sample complying with the standards as set forth by ASTM or as mutually agreed by Buyer and Seller. Seller shall notify Buyer in writing of any significant changes in the sampling and analysis practices. Any such changes in the sampling and analysis practices shall, except for industry accepted changes in practices, provide for no less accuracy than the sampling and analysis practices existing at the time of the execution of this Agreement, unless the parties otherwise mutually agree.

7.3 Each sample shall be divided into three (3) parts using acceptable industry standards and put into airtight containers, properly labeled and sealed. One part shall be used for analysis by Seller; one part shall be retained by Seller or Seller's contractor for a period of thirty (30) days and shall be delivered to Buyer for analysis if Buyer so requests within such thirty (30) day period; and one part ("Referee Sample") shall be retained by Seller or Seller's contractor for a period of thirty (30) days. Buyer shall be given timely and routine copies of all analyses as soon as practicable upon loading barges but in no case later than five (5) days following the loading of any given barge, unless such analysis is not yet available to Seller. Buyer, on reasonable notice

to Seller, shall have the right to have a representative present to observe the sampling and analyses performed by Seller or Seller's contractor. Unless Buyer requests a Referee Sample analysis, Seller's analysis shall be used by the parties to determine the quality of the Pet Coke delivered hereunder. At the end of each month the analyses and dry weights for Shipments during the month will be used to calculate a weighted average for each of the specifications identified in Article 6.1 (individually, an "Average Monthly Quality"; collectively, the "Average Monthly Qualities"). Non Conforming Shipments shall not be included in the calculation of the Average Monthly Qualities.

7.4 In the event the test results indicate that a Shipment has an HGI of less than 28, Seller shall, upon request of Buyer, have the sample for said Shipment re-tested. The arithmetic average of the two HGI tests shall be the HGI specification used for the Shipment.

7.5 Within the later of ten (10) days after the date of sampling, or three days after Buyer's receipt of analysis results, Buyer will provide the Seller written notice of any analysis results that are in dispute. Upon such notice, the Referee Sample shall be submitted for analysis to an independent commercial testing laboratory ("Independent Lab") mutually chosen by Buyer and Seller.

7.6 For each Pet Coke quality specification in question, if the analysis of the Independent Lab differs from the analysis of Seller by an amount that is no more than the amounts listed below:

- (a) 0.50% moisture
- (b) 0.06% ash on a dry basis
- (c) 2.0% volatile matter on a dry basis
- (d) 0.50% sulfur on a dry basis
- (e) 100 Btu/lb. on a dry basis
- (f) 3 HGI

then the analysis of the Seller shall prevail and the Independent Lab's analysis shall be disregarded. The cost of the analysis of the Independent Lab shall be borne by the Buyer in such case.

7.7 For each Pet Coke quality specification in question, if the analysis of the Independent Lab differs from the analysis of Seller by an amount more than the amounts listed in Article 7.6, then the analysis of the Independent Lab shall prevail and Seller's analysis shall be disregarded. The cost of the analysis made by the Independent Lab shall be borne by Seller in such case.

ARTICLE VIII. PRICE

8.1 The price of Pet Coke sold hereunder that is not part of a Non-Conforming Shipment or a Put Quantity shall be calculated each calendar quarter in accordance with the following formula (the "Transaction Price"):

Transaction Price = \$10.80/Ton + Quarterly Adjustment Amount

Where Quarterly Adjustment Amount is equal to:

Through December 31, 2007: (Average Market Midpoint - \$4.00) * 25%
 Effective January 1, 2008: (Average Market Midpoint - \$4.00) * 50%

For avoidance of doubt, Annex A is attached hereto to provide examples of the operation of the above formula.

8.2 Article 8.1 notwithstanding, in no event shall the Transaction Price be less than the minimum dollar amount, nor more than the maximum dollar amounts, indicated for the following time periods:

<u>Period</u>	<u>Minimum</u>	<u>Maximum</u>
2001 – 2004	\$10.00/Ton	\$11.25/Ton
2005 – 2007	\$10.00/Ton	\$12.37/Ton
2008 – 2011	\$ 9.00/Ton	\$13.37/Ton

8.3 The Transaction Price for all Tons comprising a Put Quantity shall be discounted \$0.375 per Ton in years 2001, 2002, 2003 and 2004. Commencing January 1, 2005 the Transaction Price for all Tons comprising a Put Quantity shall be discounted \$0.75 per Ton.

8.4 To reflect increases or decreases in Seller's transportation costs resulting from Shipments delivered to any location other than the Base Delivery Point, Seller's invoices shall include a transportation adjustment (the "Transportation Adjustment"). The Transportation Adjustment shall be equal to Seller's incremental costs or savings resulting from delivery to a location other than the Base Delivery Point, provided such incremental costs or savings reflect arms-length negotiations for market transportation rates.

8.5 The parties agree to adjust the Transaction Price to reflect the quality of the Pet Coke delivered to Buyer hereunder as follows: if in any given month the Average Monthly Quality for sulfur is greater than 8.9% or less than 6.1% on a dry basis, Seller shall calculate an adjustment ("the Sulfur Adjustment") to be applied to all Tons of Pet Coke shipped by Seller during the month. The Sulfur Adjustment shall be calculated as follows:

(a) If the Average Monthly Quality for sulfur is greater than 8.9%:

Sulfur Adjustment = Tons of Pet Coke purchased * [(8.9 - Average Monthly Quality for sulfur) * SO2 Allowance Price * 2]/100

For the avoidance of doubt, the sulfur adjustment where the Average Monthly Quality for sulfur is 9.9% and the SO2 Allowance Price is \$110/Ton SO2 shall be calculated as follows:

$[(8.9 - 9.9) * 110 * 2] / 100 = -\$2.20/\text{Ton}$. (This negative amount will be a reduction to the Transaction Price.)

(b) If the Average Monthly Quality for sulfur is less than 6.1% but greater than or equal to 5.0%:

Sulfur Adjustment = Tons of Pet Coke purchased * (6.1 - Average Monthly Quality for Sulfur) * \$0.44

(c) If the Average Monthly Quality for sulfur is less than 5.0%:

Sulfur Adjustment = Tons of Pet Coke purchased * (\$0.48 + (5.0 - Average Monthly Quality for Sulfur) * \$0.80).

For the avoidance of doubt, the sulfur adjustment for Pet Coke having an Average Monthly Quality for sulfur of 3.0% shall be calculated as follows:

$\$0.48 + (5.0 - 3.0) * \$0.80 = \$2.08/\text{Ton}$ This positive amount will be an increase to the Transaction Price.

ARTICLE IX. INVOICES, BILLING AND PAYMENT

9.1 Invoices will be sent to Buyer by fax or email, at Seller's option, at fax and email addresses specified by Buyer.

9.2 For Shipments having a Ship Date of the 1st through the 15th of any calendar month, Seller shall invoice Buyer on the 25th of that month. For Shipments having a Ship Date of the 16th through the 31st of any calendar month, Seller shall invoice Buyer on the 10th of the following month. In the event that the invoice date falls on a weekend or a recognized holiday, the Shipments will be invoiced on the first business day preceding the weekend or holiday.

9.3 Seller may include in Seller's invoices any amounts permitted to be charged or credited to the account of Buyer, including but not limited to the Transaction Price for Pet Coke, Put Quantities, and Non-Conforming Shipment sales, Transportation Adjustments, Sulfur Adjustments, Buyer's percentage share of Call Quantity sales, taxes, duties, and fees set forth in Article XV, sampling and analysis costs, and other charges or credits permitted to be charged to Buyer under this Agreement. Seller will provide appropriate documentation and support for all charges/credits included in each invoice.

9.4 All payments required to be made by Buyer under this Agreement shall be made in immediately available U. S. Dollars, without discount or deduction other than as expressly provided in this Agreement, by wire transfer or by Automated Clearing House, at Seller's direction, to such bank account at such bank as may be designated by Seller from time to time. Payments shall be made on or before the day that is 10 days after the date of the invoice. In the event that the due date falls on a weekend or on a recognized national holiday, the payment will be due on the first business day immediately preceding said weekend or holiday.

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9.5 In the event of late payment by Buyer for any reason other than late receipt of Seller's invoices or Seller's supporting detail, then to the maximum extent permitted by applicable law, and without prejudice to the application of any other provision hereof or to any other remedy provided to Seller hereunder, interest shall accrue daily on the amount of the overdue payment, commencing on the date such payment was due, at a rate per annum equal to 2% above the prime rate in effect on such due date as announced by Citibank, N.A. at its offices in New York, New York, payable on demand.

9.6 Buyer shall have the right to withhold from payment of any invoice any sums which it is not able in good faith to verify or which it otherwise in good faith disputes, Buyer shall notify Seller promptly in writing of any such dispute, stating the basis of its claim and the amount it intends to withhold. Payment by Buyer, whether knowing or inadvertent, of any amount in dispute shall not be deemed a waiver of any claims or rights by Buyer with respect to any disputed amounts or payments made. In the event that Buyer withholds payment of any invoice, in whole or in part, pursuant to this Article, other than an invoice for which Seller has failed to provide supporting detail, and it is later determined that the withheld amount is owed, in whole or in part, to Seller, then Buyer shall reimburse Seller for the amount determined to be owed together with interest thereon at the rate referred to in Article 9.5 calculated from the date the payment was due to the date of reimbursement.

ARTICLE X. FORCE MAJEURE

10.1 For purposes of this Agreement "Force Majeure" shall include any act or event by which the performance of a party's contractual obligation hereunder is prevented or impeded if and to the extent that the act or event is beyond the reasonable control of that party, is not the result of the party's breach, negligence or other fault, and the consequences of such act or event cannot be overcome through the party's exercise of All Commercially Reasonable Efforts and available rights to cure defaults, regardless whether such causes or circumstances could have been foreseen at the time when the agreement was entered into. Subject to the foregoing, Force Majeure shall include, but not be limited to strikes, lock-outs, labor disputes, sabotage, storm damage, floods and other natural phenomena, explosion, accidents, fire, war or acts of war, international conflicts, civil commotion, riot, insurrection, piracy, terrorism, blockade, epidemic, quarantine, embargo, mobilization, nondelivery or delayed delivery from or nonperformance due to Force Majeure declared by Seller's suppliers, shortage of suitable transportation, loading or unloading facilities, transport, loading or unloading hindrances or delays, distraints of whichever kind, shortage of energy or raw materials, export or import restrictions or prohibitions, institutions of quota and/or other measures or acts of any government, international organization or agency thereof, construction of independent power production facilities on site at Seller's Garyville, Louisiana refinery, which facilities utilize the total production of refinery Pet Coke, or termination or suspension of Buyer's rights to lease, operate or manage the Power Facilities, other than such termination or suspension resulting solely from any act or omission of Buyer which causes or gives rise to an event of default under any agreement under which such Buyer's rights to lease, operate or manage the Power Facilities arises and to which Buyer is a party. If Buyer's default is in dispute, and Buyer is prevented or suspended from leasing, operating or

managing the Power Facilities as a direct result of such dispute, a force majeure condition will be permissible only until such prevention or suspension is removed and Buyer's right to lease, operate and manage the Power Facilities is fully restored in accordance with that agreement.

10.2 Neither party to this Agreement shall be liable for demurrage, loss, damage, claim or demand of any nature arising out of delays or defaults in performance under this Agreement if and to the extent that such delays or defaults are due to Force Majeure.

10.3 Nothing herein shall (a) relieve Buyer of its obligation to pay in full for Pet Coke sold and delivered hereunder and all other amounts due and payable under this Agreement; or (b) require a party to make any settlement or arrangement with any labor union, supplier or other party which the party deems inadvisable in its sole discretion.

10.4 Seller shall allocate its available Coker Facility Pet Coke, on a *pro rata* basis, to all its affected commitments and reduce the total Shipments of Pet Coke to be supplied to Buyer without liability. Equitable allocation may include, at Seller's sole option, allocation of full Shipments and cancellation of other full Shipments; it being understood that the occurrence of an event of Force Majeure shall not under any circumstances require Seller to purchase Pet Coke from any party to sell to Buyer.

10.5 In the event that as a result of an event of Force Majeure, a party's performance under this Agreement is excused in part or in whole for a period in excess of 180 days, the other party shall have the right to terminate this Agreement exercisable by the delivery of written notice to the other party within thirty (30) days prior to (subject to the occurrence of the foregoing) or sixty (60) days following the end of such 180 day period. The occurrence of an event of Force Majeure shall in no event operate to extend the term of this Agreement or the parties' obligations deliver and purchase Pet Coke hereunder.

10.6 If the use of Pet Coke as a fuel source for the coal burning boilers at any of the Power Facilities is prohibited or restricted as a result of the enactment of environmental laws, the adoption of regulations or the reinterpretation of existing laws or regulations by a court or government agency, Buyer or Seller shall so notify the other party of such force majeure in writing, and thereupon Buyer and Seller shall promptly consider whether corrective actions can be taken in the production, preparation, transportation, handling and/or utilization of the Pet Coke. In the event of such enactment, adoption, or reinterpretation, Buyer agrees to either undertake negotiations or undertake All Commercially Reasonable Efforts to correct or eliminate this cause of force majeure; provided, however, Buyer shall not be required to use the Pet Coke at a generating station served by any other Delivery Point. Buyer acknowledges the fact that Seller may be able to provide valuable assistance with corrective actions or suggestions for addressing such laws and regulations and accordingly, Buyer agrees to provide Seller with the opportunity to suggest such assistance where practicable. Notwithstanding the foregoing, it is agreed that Seller shall have no obligation to provide such assistance and additionally, Buyer shall have sole discretion in determining the course of action that is appropriate for Buyer to use in addressing such situations. For the avoidance of doubt, Buyer will not be excused from performance under this agreement as a result of being required by the U.S. EPA to install Selective Catalytic Reduction Systems at any of the Green Station Units 1 or 2 .

ARTICLE XI. NOTICES.

11.1 All oral notices given pursuant to this Agreement shall be promptly confirmed in writing.

11.2 Any official notice, request for approval or other document required or permitted to be given under this Agreement shall be in writing, unless otherwise provided herein, and shall be deemed to have been sufficiently given when received through any of the following methods: delivery in person, transmission by facsimile or other electronic media with reasonable confirmation of receipt, delivery through an established delivery service requiring acknowledgment of receipt for same day or overnight delivery, or delivery through the United States mail, postage prepaid, for mailing by first class, certified, or registered mail, return receipt requested, and addressed as follows:

If to Buyer: Western Kentucky Energy Corp
P.O. Box 32030 (40232)
220 West Main Street
Louisville, Kentucky 40202 (physical address Zip Code)
Attn.: Manager - Fuels Strategy and Procurement, 4th Floor

If to Seller: Marathon Ashland Petroleum LLC
539 South Main Street
Findlay, Ohio 45840-3295
Attn: National Account Representative

11.3 Either party may change the person or address specified above upon giving written notice to the other party of such change.

11.4 Seller hereby agrees to electronically transmit shipping notices and/or other data to Buyer by facsimile or email upon Buyer's request provided that the cost to Seller is not unreasonable, in Seller's opinion. Buyer and Seller shall mutually agree on the appropriate format for any electronic data transmission requirements.

ARTICLE XII. INDEMNITY AND LIMITATION OF LIABILITY

12.1 Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, its parent and affiliates and any of their officers, directors, and employees (collectively the "Indemnified Party"), from any and all claims, demands, losses, liabilities including, but not limited to, liabilities for personal injury or death of persons, property damage or destruction, or pollution of air, soil or groundwater, costs and expenses including, but not limited to, reasonable attorney fees, expert witness and other consultant fees, and other costs and expense of litigation, due to the Indemnifying Party's failure to comply with any laws, regulations or ordinances, (ii) due to the acts or omissions of the Indemnifying Party in the performance of this Agreement, or

(iii) resulting or arising from a breach by the Indemnifying Party of any of its representations or warranties contained herein.

12.2 Except for consequential damages that are expressly provided hereunder, neither party shall be liable for consequential, special or punitive damages of any kind arising out of or in any way connected with the performance of or failure to perform this Agreement including, but not limited to, losses or damages resulting from shutdown of plants or inability to perform other contracts. Additionally, each party shall use good faith efforts to mitigate damages whenever practicable, except to the extent such damages are caused by the breaching party's willful misconduct.

ARTICLE XIII. TERMINATION FOR DEFAULT.

13.1 If any party hereto commits a material breach of any of its obligations under this Agreement at any time, then the other party has the right to give written notice describing such breach and stating its intention to terminate this Agreement no sooner than three (3) days, in the case of nonpayment by Buyer of Seller's invoices when due, and no sooner than sixty (60) days in the case of any other material breach hereunder, after the date of the notice (the "Notice Period"). If such material breach is curable and the breaching party cures such material breach within the Notice Period, then the Agreement shall not be terminated due to such material breach. If such material breach is not curable or the breaching party fails to cure such material breach within the Notice Period, then this Agreement shall terminate at the end of the Notice Period; provided, that such termination shall be cumulative to and not in substitution of all the other rights and remedies available to an aggrieved party under this Agreement, at law or in equity.

ARTICLE XIV. DISPUTE RESOLUTION

14.1 The parties will attempt in good faith to resolve any controversy or claim, whether based in contract, tort or otherwise, arising out of, relating to or in connection with this Agreement ("Dispute") in accordance with this Article. Without limiting the generality of the foregoing, the following are considered Disputes: (a) all questions relating to the breach of any obligation, warranty, covenant or condition herein; (b) all questions relating to any representations, negotiations and other proceedings leading to the execution hereof; (c) failure of any party to deny or reject a claim or demand of any other party, (d) all questions relating to the causes, validity or circumstances of the termination of this Agreement; (e) all questions as to whether Disputes are to be resolved pursuant to the provisions of this Article; and (f) all questions relating to a claim for indemnity pursuant to this Agreement. The parties' obligation to resolve Disputes pursuant to this Article shall survive the termination of this Agreement.

14.2 The parties will promptly seek to resolve any Dispute by negotiations between senior executives of the parties who have authority to settle the controversy. When a party believes there is a Dispute under this Agreement, that party will give the other party written notice of the Dispute. Within twenty (20) days after the date of such notice, the receiving party shall submit

to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty (30) days after the date of the notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute. If a party's executive intends to be accompanied at a meeting by an attorney, the other party shall be given at least three (3) Business Days' notice of such intention and may be accompanied by an attorney. All negotiations pursuant to this Article 14.2 shall be held confidential by each party, and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and State Rules of Evidence.

14.3 If the Dispute has not been resolved within sixty (60) days after the date of the notice given pursuant to Article 14.2, or if either party fails or refuses to participate in the negotiations described in Article 14.2, the Dispute shall be finally settled by arbitration conducted expeditiously in accordance with the then current Rules of Practice and Procedure for the arbitration of commercial disputes of J.A.M.S./Endispute or any successor thereto ("JAMS"), by three independent and impartial arbitrators selected by JAMS. The arbitration will be binding and non-appealable, and shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, to the exclusion of any provision of state law inconsistent therewith and which would produce a different result, and judgment upon the award rendered by the Arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Cincinnati, Ohio. The arbitrators shall apply the substantive law of the State of Kentucky, exclusive of its conflict of law rules. The arbitrators are empowered to award compensatory damages (including attorneys' and experts' fees and interest), and each party hereby irrevocably waives any damages in excess of compensatory damages (including attorneys' and experts' fees and interest), including a waiver of any punitive or multiple damages. The arbitrators are also empowered to render decisions declaratory of the party's respective rights and obligations under this Agreement.

14.4 All deadlines specified in this Article XIV may be extended by mutual written agreement.

14.5 Each party is required to continue to perform its obligations under this Agreement pending final resolution of any Dispute.

14.6 Unless otherwise set forth herein, the procedures specified in this Article XIV shall be the sole and exclusive procedures for the resolution of Disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary legal or equitable relief if in the judgment of that party such action is necessary to avoid irreparable damage or to preserve the status quo. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States in the State of Ohio or Kentucky, or in any Ohio or Kentucky state court, this being in addition to any other remedy to which they are entitled at law or in equity.

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ARTICLE XV. TAXES, DUTIES AND FEES

15.1 Buyer agrees to pay for or reimburse Seller for all taxes, duties, fees or other assessments imposed by any US, state, local or other governmental entity on the sale, use, delivery of or otherwise in connection with the sale of Pet Coke to Buyer hereunder. Such taxes, duties, fees and other assessments shall include, but not be limited to, sales, processing, gross receipts, excise, privilege, environmental and fuel taxes. Buyer and Seller acknowledge that if Pet Coke were being sold to Buyer at the time of execution of this Agreement, no taxes, duties, fees, or assessments would be applicable to such sale. If, however, during the term of this Agreement, any such tax at any time equals or exceeds \$2.00 per Ton of Pet Coke, Buyer and Seller shall meet to discuss possible adjustments to the pricing or quantity terms of this Agreement. Such taxes shall not include any tax measured by the net income from the sale of the Pet Coke. Buyer must timely furnish Seller with satisfactory exemption certificates where exemptions are claimed.

ARTICLE XVI. ASSIGNMENT

16.1 Except as expressly provided by this Article XVI, neither party shall assign all or any part of this Agreement, directly or indirectly, by operation of law or otherwise, to any person without first obtaining the written approval of the other, which approval may be granted or withheld in the other party's sole discretion. Notwithstanding anything to the contrary contained in this Agreement, no assignment of this Agreement shall be made except to a permitted assignee hereunder.

16.2 In the event that either party shall be party to a merger, consolidation or similar business combination transaction with a third party, or sell all or substantially all its assets to a third party, the party may assign this Agreement to such third party; provided, that at least thirty (30) days prior to such assignment, the assigning party has delivered to the non-assigning party an instrument in form and substance satisfactory to the non-assigning party containing provisions whereby the surviving entity is deemed a party to this Agreement and agrees to be bound by all of the terms of, and to undertake all the obligations of the assigning party contained herein.

16.3 Either party may, without consent of the other, assign all or any part of this Agreement to any company, controlling, controlled by, or under common control with the assigning party; provided, the assigning party enters into an agreement with the nonassigning party providing that during the term of this Agreement, such company shall remain in control of, controlled by, or under common control with the assigning party.

16.4 Seller may assign this Agreement without the consent of Buyer to any person who:

(a) acquires its refinery at Garyville, Louisiana;

(b) has petroleum refinery operating expertise and experience comparable to that of Seller; and

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(c) has an investment-grade quality and capacity, or has its obligations guaranteed by an affiliate having an investment-grade quality and capacity.

16.5 In connection with any assignment by a party pursuant to Articles 16.2, 16.3, or 16.4, the assignee shall at the time of such assignment become subject to all of the assigning party's obligations hereunder and shall succeed to all of the assigning party's rights hereunder, and assigning party shall be relieved of its obligations hereunder.

16.6 In the event of an assignment made in violation of the applicable provisions of this Agreement, the non-assigning party shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to the assigning party.

ARTICLE XVII. MISCELLANEOUS

17.1 This Agreement shall be construed in accordance with the laws of the State of Kentucky, and all questions of performance of obligations hereunder shall be determined in accordance with such laws, without regard to choice of law principles.

17.2 The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

17.3 The failure of either party to insist on strict performance of any provision of this Agreement, or to take advantage of any rights hereunder, shall not be construed as a waiver of such provision or right.

17.4 Remedies provided under this Agreement shall be cumulative and in addition to other remedies provided under this Agreement or by law or in equity.

17.5 If any provision of this Agreement is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

17.6 This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

17.8 This Agreement contains the entire agreement between the parties as to the subject matter hereof, and there are no representations, understandings or agreements, oral or written, which are not included herein.

17.9 Except as otherwise provided herein, this Agreement may not be amended, supplemented or otherwise modified except by written instrument signed by both parties hereto.

ARTICLE XVIII. CONFIDENTIALITY

18.1 Seller and Buyer agree to maintain in strict confidence the terms and conditions of this Agreement and any information or data relating hereto exchanged or obtained by the parties during negotiation and performance of this Agreement. Neither Buyer nor Seller shall disclose any of the terms and conditions hereof to any third party (except to affiliates of Seller or Buyer) without the prior written consent of the other party, except where such disclosure may be required by law or in connection with a judicial or administrative proceeding involving a party hereto, in which event the party intending to make such disclosure shall advise the other in advance and cooperate to minimize the disclosure to the extent possible. The obligations of Buyer and Seller arising under this Article XVIII shall continue for a period of three (3) years following termination or expiration of this Agreement.

ARTICLE XIX. BUSINESS RELATIONSHIP

19.1 This Agreement is not intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other party. Both parties shall remain as independent contractors at all times, and neither party shall act as the agent for another. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of any of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WESTERN KENTUCKY ENERGY CORP.

By: George Basinger
George Basinger
President - WKEC
Date: 12/12/00

MARATHON ASHLAND PETROLEUM LLC

By: John P. Sum
Date: _____



WKE STATION TWO INC.

By: George Basinger
George Basinger
President - WKE Station Two Inc.
Date: 12/12/00

DUPLICATE
ORIGINAL

ANNEX A

TRANSACTION PRICE – SAMPLE CALCULATIONS

	Sample Quarter 1	Sample Quarter 2	Sample Quarter 3	Sample Quarter 4	Sample Quarter 5
Average Market Midpoint	\$ 3.00	\$ 5.00	\$ 4.00	\$ 12.00	\$ (4.00)
Average Market Midpoint Less \$4.00	\$ (1.00)	\$ 1.00	\$ -	\$ 8.00	\$ (8.00)
Quarterly Adjustment Amount (<i>Previous Line X 25%*</i>)	\$ (0.25)	\$ 0.25	\$ -	\$ 2.00	\$ (2.00)
Add \$10.80	\$ 10.80	\$ 10.80	\$ 10.80	\$ 10.80	\$ 10.80
Transaction Price Before Limits	\$ 10.55	\$ 11.05	\$ 10.80	\$ 12.80	\$ 8.80
<i>Maximum Limit at Beginning of Contract**</i>	\$ 11.25	\$ 11.25	\$ 11.25	\$ 11.25	\$ 11.25
<i>Minimum Limit at Beginning of Contract**</i>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Transaction Price	\$ 10.55	\$ 11.05	\$ 10.80	\$ 11.25	\$ 10.00

* The 25% factor increases to 50% on January 1, 2008

**Maximum Limit increases to \$12.37 on January 1, 2005; Maximum and Minimum limits change to \$13.37 and \$9.00 respectively on January 1, 2008

DUPLICATE
ORIGINAL

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED

In the Matter of:

DEC 28 2007

PUBLIC SERVICE
COMMISSION

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC)
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

CASE NO. 2007-00455

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

APPENDIX A

1998 Transaction Documents, Amendments and Supplements

December 2007

**Big Rivers Electric Corporation
LG&E Energy Corp.
Transaction**

July 15, 1998

CLOSING DOCUMENTS

VOLUME I

**Big Rivers Electric Corporation
LG&E Energy Corp
Transaction**

July 15, 1998

CLOSING INDEX

As used herein, the following terms shall have the meanings set forth below.

Ambac	Ambac Assurance Corporation
Big Rivers	Big Rivers Electric Corporation
BNY	The Bank of New York
CFC	National Rural Utilities Cooperative Finance Corporation
Chase	Chase Manhattan Bank
City	The City of Henderson
CSFB	Credit Suisse First Boston
Henderson	HUC and the City
HUC	The City of Henderson Utility Commission
Leaseco	Western Kentucky Leasing Corp.
LEC	LG&E Energy Corp.
LEM	LG&E Energy Marketing Inc.
LG&E Parties	WKEC, Leaseco, LEM, and Station Two Subsidiary
Participation Agreement	New Participation Agreement, dated April 6, 1998, Among Big Rivers and the LG&E Parties, as amended
RUS	Rural Utilities Service
Station Two Subsidiary	WKE Station Two Inc.
WKEC	Western Kentucky Energy Corp
WKE Corp.	WKE Corp.

All other capitalized terms used but not defined herein shall have the meaning assigned to them in the Participation Agreement.

Index to Documents

Tab

Document Title

VOLUME I

A. BIG RIVERS/LG&E AGREEMENTS AND RELATED CLOSING DELIVERIES

1. Participation Agreement

VOLUME II

- (a) Letter Agreement amending Participation Agreement
 - (b) Second Amendment
 - (c) Third Amendment
2. Closing Gap Agreement
 3. New Guarantee Agreement
 4. Lease and Operating Agreement
 5. Power Purchase Agreement
 6. Transmission Services and Interconnection Agreement
 7. Mortgage and Security Agreement
 8. LEM Mortgage

VOLUME III

9. Settlement Promissory Note
10. Promissory Note (LEM Advances)
11. Letter Agreement regarding Baseline Environmental Audit Report
12. Software License Agreement
13. Lease Option Agreement (Central Lab)
14. Transformer O&M Agreement

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Tab

Document Title

BIG RIVERS/LG&E AGREEMENTS AND RELATED CLOSING DELIVERIES

(continued)

15. Meter and Telemetry Equipment O&M Agreement
16. Generation Dispatching Services Agreement
17. Telecommunications Agreement
18. System Disturbance Agreement
19. Assignment and Assumption Agreement
20. Bill of Sale
21. Partial Release and Subordination
22. Amended Acid Rain Designated Representative Agreement and Certificate of Representation
23. Short Form Lease

VOLUME IV

B. STATION TWO AGREEMENTS AND RELATED CLOSING DELEVERIES

24. Station Two Agreement
25. G&A Agreement
26. Amended Systems Reserve Agreement
27. Henderson Guarantee Agreement
28. Termination of January 12, 1994 Letter Agreement Between Big Rivers and HUC
29. 1998 Amendments to Station Two Contracts
30. Station Two Assignments and Assumption Agreement

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Document Title

STATION TWO AGREEMENTS AND RELATED CLOSING DELEVERIES (continued)

- 31. Station Two Bill of Sale
- 32. Short form Easements to Station Two Subsidiary
 - (a) Big Rivers
 - (b) Henderson

VOLUME V

C. POWER PURCHASE AGREEMENTS AND RELATED CLOSING DELIVERIES

- 33. Amendments to Big Rivers/Member Contracts and Tariffs
 - (a) Henderson Union
 - (b) Green River
- 34. Agreement for Electric Service between Henderson Union and Alcan
- 35. Agreement for Electric Service between Green River and Southwire
- 36. Agreement for Electric Service between Henderson Union and LEM
- 37. Agreement for Electric Service between Green River and LEM
- 38. Wholesale ISO Agreement
- 39. Letters regarding Restitution
- 40. Alcan Undertaking
- 41. Alcan Assurances Agreement (with LEC Guarantee)
- 42. Southwire Assurances Agreement (with LEC Guarantee)
- 43. Security and Lockbox Agreement
 - (a) Alcan
 - (b) Southwire
- 44. Agreement for Electric Services (2001-2002)

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POWER PURCHASE AGREEMENTS AND RELATED CLOSING DELIVERIES

(continued)

- 45. Agreement for Electric Services (2001-2005)
- 46. LEC Guaranty to Members
 - (a) Henderson Union
 - (b) Green River

D. RUS AGREEMENTS AND RELATED CLOSING DOCUMENTS

- 47. New RUS Agreements
- 48. New RUS Note
- 49. ARVP Note
- 50. New RUS Mortgage
- 51. Nondisturbance Agreement
- 52. Mutual Releases between each of Banks, RUS, Smelters and Members
- 53. Demand Promissory Note
- 54. RUS/Members Agreement

E. BNY/CHASE DOCUMENTS AND DELIVERIES

- 55. Release of Mortgages and Security Interests
- 56. Mutual Release between BNY and Big Rivers
- 57. Mutual Release between Chase and Big Rivers

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F. NEW CREDIT FACILITY

58. Revolving Credit Agreement

59. Secured Promissory Note

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

APPENDIX B

Station Two Contracts and Amendments (other than Station Two Agreements from 1998
Transaction)

December 2007

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APPENDIX B – Station Two Contracts and Amendments (Other than Station Two Agreements from 1998 Transaction)

Interconnection Agreement & Amendments
Joint Facilities Agreement
Letter Agreement & Correction Letter
Letter Agreement SEPA Contract
May 1, 1993 Amendments to Station II FGD System
Power Plant Construction & Operation Agreement, Amendment 1
Power Sales Contract, Amendments 1 & 2
Spare Transformer Agreement
Switchyard Agreement
System Reserve Agreement & Amendment 1
Transmission & Transformation Capacity

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

APPENDIX C

Defeased Sale/Leaseback Documents

December 2007

**LEASES OF D.B. WILSON UNIT NO. 1
TO BIG RIVERS ELECTRIC CORPORATION
(FBR-1)**

CLOSING DOCUMENTS INDEX

DEFINITIONS

AIG	American International Group, Inc.
Ambac	Ambac Assurance Corporation
Ambac Parties	Ambac, the Payment Undertaker, the Series A Lender and the Beneficial Interest Purchaser
Appraiser	Deloitte & Touche, LLP - Valuation Group
Babcock	Babcock & Brown, financial advisor to Big Rivers
Beneficial Interest Purchaser	Ambac Credit Products, LLC
Big Rivers Subsidiary	Big Rivers Leasing Corporation
Big Rivers	Big Rivers Electric Corporation
CFC	National Rural Utilities Cooperative Finance Corporation
CWT	Cadwalader, Wickersham & Taft, counsel to the Ambac Parties
Closing Date	April 18, 2000
Escrow Agent	State Street Bank and Trust Company of Connecticut, National Association
Funding Agreement Issuer	AIG Matched Funding Corp.
Government Securities Collateral Agent	State Street Bank and Trust Company of Connecticut, National Association
Government Securities Intermediary	State Street Bank and Trust Company of Connecticut, National Association
GDM	Greenebaum, Doll & McDonald, counsel to the LG&E Entities
G&W	Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.
HW	Hunton & Williams, counsel to the Owner Participant

LG&E Entities	Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.
OHS	Orrick, Herrington & Sutcliffe LLP, special counsel to Big Rivers
OP Trust	FBR-1 OP Statutory Trust
OP Trustee	State Street Bank and Trust Company of Connecticut, National Association
Other OP Trusts	PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust and FBR-2 OP Statutory Trust
Other Owner Participant	Fleet Real Estate, Inc.
Other Owner Trusts	PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust and FBR-2 Statutory Trust
Owner Participant	Fleet Real Estate, Inc.
Owner Trust	FBR-1 Statutory Trust
Patton Boggs	Patton Boggs LLP, special counsel to RUS
Payment Undertaker	AME Asset Funding, LLC
RUS	United States of America, acting through the Administrator of the Rural Utilities Service
Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Step toe	Step toe & Johnson LLP, special counsel to the Series B Lender
SH	Stites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Park, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer

WTC

Wyatt, Tarrant & Combs, special Kentucky counsel to the
Ambac Parties

DOCUMENT

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I. PRINCIPAL DOCUMENTS

A. LEASE DOCUMENTS

1. Participation Agreement

1

1-1089

Appendix A Definitions

Schedule 1 Owner Participant Transaction Costs

Schedule 2 Recordings and Filings

Schedule 3 Environmental Disclosure

Schedule 4 Title Report

Schedule 5 Pricing Assumptions

Exhibit A Form of Trust Agreement

Exhibit A-1 Form of OP Trust Agreement

Exhibit A-2 Form of Rights Sharing Agreement

Exhibit B Form of Head Lease

Exhibit C Form of Facility Lease

Exhibit D Form of Ground Lease

Exhibit E Form of Ground Sublease

Exhibit F Form of Facility Lessee Assignment Agreement

Exhibit G Form of Facility Lessee Reassignment Agreement

Exhibit H Form of Leasehold Mortgage

Exhibit I Form of Intercreditor Agreement

Exhibit J Form of Payment Agreement

Exhibit K Form of Payment Agreement Pledge

Exhibit L Form of Payment Agreement FGIP

Exhibit M Form of Series B Loan FGIP

Exhibit N Form of Government Securities Pledge Agreement

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
	Exhibit O Form of Funding Agreement	
	Exhibit P Form of Funding Agreement Pledge Agreement	
	Exhibit Q Form of Funding Agreement FGIP	
	Exhibit R Form of Subordinated Mortgage	
	Exhibit S Form of Assumption Agreement	
	Exhibit T Form of Guaranty	
	Exhibit U Form of Operating and Support Agreement	
	Exhibit V Form of Qualifying Swap	
	Exhibit W Form of Qualifying Swap Surety Bond	
	Exhibit X Form of Big Rivers Swap	
	Exhibit Y IRS Ruling	
	Exhibit Z Form of Escrow Agreement	
2.	Head Lease Agreement	2 1090-1255
	Appendix A Definitions	
	Exhibit A-1 Description of Plant Wilson	
	Exhibit A-2 Description of items of Equipment Constituting Plant Wilson	
	Exhibit B Description of Site	
	Exhibit C Description of Easement Site	
3.	Facility Lease Agreement	3 1256-1427
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	Exhibit A Description of the Facility	
	Exhibit B-1 Form of Facility Lessor's Notice of Non-Payment of Rent	
	Exhibit B-2 Form of Facility Lessee's Request to Facility Lessor to Pursue Remedies Against Payment Undertaker	
	Exhibit C Description of Site	
	Exhibit D Description of Easement Site	

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	Schedule 1 Basic Rent and Equity Portion of Basic Rent	
	Schedule 1-A Allocation of Basic Rent	
	Schedule 2 Termination Values and Equity Portion of Termination Values	
	Schedule 3-A Terms and Conditions of Service Contract	
	Schedule 3-B Capacity Charges	
	Schedule 3-C Liquidated Damage Amounts of Service Contract	
4.	Ground Lease Agreement	4 1428-1536
	Appendix A Definitions	
	Exhibit 1 Description of the Site	
	Exhibit 2 Description of Easement Site	
	Exhibit 3 Reservations	
5.	Ground Sublease Agreement	5 1537-1643
	Appendix A Definitions	
	Exhibit 1 Description of the Site	
	Exhibit 2 Description of Easement Site	
6.	Facility Lessee Assignment and Assumption Agreement	6 1644-1717
	Appendix A Definitions	
	Schedule A Assigned LG&E Agreement Percentages	
	Schedule B WKEC Rent	
7.	Facility Lessee Reassignment and Assumption Agreement	7 1718-1785
	Appendix A Definitions	
B.	<u>LOAN AND SECURITY DOCUMENTS</u>	
1.	Leasehold Mortgage and Security Agreement	8 1786-1933
	Appendix A Definitions	
	Exhibit A Form of Series A Loan Certificate	

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
	Exhibit B Form of Series B Loan Certificate	
	Exhibit C Description of Site	
	Exhibit D Description of Easement Site	
2.	Series A Loan Certificate	9 1934-1940
	Schedule A Payment Schedule	
3.	Series B Loan Certificate	10 1941-1947
	Schedule A Payment Schedule	
4.	Supplemental Mortgage and Security Agreement No. 1 to Restated Mortgage and Security Agreement	11 1948-1990
5.	Facility Lessor (D) Secured Note	12 1991-1995
6.	Facility Lessor (E) Secured Note	13 1996-2001
7.	Ambac Credit Products Secured Note	14 2002-2006
8.	Consent and Partial Release of Security Interest	15 2007-2020
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9.	Amended and Restated Subordination, Nondisturbance, Attornment and Intercreditor Agreement	16 2021-2134
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10.	Subordinated Mortgage and Security Agreement	17 2135-2506
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	Schedule I Permitted Encumbrances	

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11.	Rights Sharing Agreement	18 2507-2517
12.	Stock Pledge Agreement	19 2518-2532
	Schedule 1 Participation Agreements	
	Schedule 2 Description of Pledged Stock	
C.	<u>COLLATERAL DOCUMENTS</u>	
1.	Payment Agreement	20 2533-2561
	Schedule A Scheduled Payments	
	Schedule B Full Payment Termination Amounts	
2.	Payment Agreement Pledge Agreement	21 2562-2580
	Exhibit A Consent and Agreement	
3.	Consent and Agreement (Payment Agreement Pledge Agreement)	22 2581-2582
4.	Financial Guarantee Insurance Policy relating to the Payment Agreement	23 2583-2589
5.	Government Securities Pledge Agreement	24 2590-2618
	Schedule A Government Securities	
6.	Financial Guarantee Insurance Policy relating to Series B Loan	25 2619-2630
7.	Funding Agreement	26 2631-2665
8.	Funding Agreement Pledge Agreement	27 2666-2687
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9.	Consent and Agreement (Funding Agreement Pledge Agreement)	28 2688-2691
10.	Financial Guaranty Insurance Policy relating to the Funding Agreement	29 2692-2699
11.	Guarantee of American International Group, Inc.	30 2700-2704
12.	Master Agreement (Qualifying Swap)	31 2705-2847
	Schedule	
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13.	Qualifying Swap Surety Bond	32 2848-2872
	Attachment I Demand for Payment	
14.	Master Agreement (Big Rivers Swap)	33 2873-2961
	Schedule	
	Confirmation	
D.	<u>MISCELLANEOUS DOCUMENTS</u>	
1.	Trust Agreement	34 2962-2992
	Exhibit A Trust Agreement Supplement	
2.	OP Trust Agreement	35 2993-3024
	Exhibit A OP Trust Agreement Supplement	
3.	Operating and Support Agreement	36 3025-3057
4.	Agreement to Amend Promissory Note	37 3058-3061
	Attachment Amended Promissory Note	
5.	Tax Indemnity Agreement	38 3062-3095
6.	Escrow Agreement	39 3096-3119
	Annex I Notice	
	Annex II Notice of RUS Transfer	
	Exhibit A Form of Unwind Agreement	
7.	AIG Indemnification Letter	40 3120-3122
8.	Extension Agreement	41 3123-3125
II.	<u>UCC AND FIXTURE FILINGS</u>	
A.	<u>Precautionary Head Lease UCC Filings</u>	
1.	UCC-1 naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the Secretary of the Commonwealth of Kentucky	42 3126-3210

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
2.	UCC-1 naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the Connecticut Secretary of State	43 3211-3297
B.	Precautionary Head Lease Fixture Filings	
	UCC-1 Fixture Filing naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the County Clerk of Ohio County, Kentucky	44 3298-3416
C.	Precautionary Facility Lease UCC Filing	
	UCC-1 naming Big Rivers, as lessee/debtor, the Owner Trust, as lessor/secured party, and the Series A Lender, as Agent for the Lenders, as assignee of the secured party, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	45 3417-3502
D.	Precautionary Facility Lease Fixture Filings	
	UCC-1 Fixture Filing naming Big Rivers, as lessee/debtor, the Owner Trust, as lessor/secured party, and the Series A Lender, as Agent for the Lenders, as assignee of the secured party, filed with the County Clerk of Ohio County, Kentucky	46 3503-3621
E.	Leasehold Mortgage and Security Agreement UCC Filings	
1.	UCC-1 naming the Owner Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with the Secretary of the Commonwealth of Kentucky	47 3622-3686
2.	UCC-1 naming the Owner Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with the Connecticut Secretary of State	48 3687-3752
F.	Payment Agreement Pledge Agreement UCC Filing	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, the Owner Trust, as secured party, and the Series A Lender, as assignee of the Owner Trust, filed with the Delaware Secretary of State	49 3753-3782
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, the Beneficial Interest Purchaser, as secured party, filed with the Delaware Secretary of State	50 3783-3812
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, Beneficial Interest Purchaser, the Owner Trust, the Other Owner Trusts, RUS, Ambac and CFC, as secured parties, filed with the Delaware Secretary of State	51 3813-3844

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
G.	Government Securities Pledge Agreement UCC Filings	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, as secured parties, filed with the Delaware Secretary of State	52 3845-3875
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, as secured parties, filed with the Delaware Secretary of State	53 3876-3905
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, the Owner Trust, Ambac, CFC, RUS, the Other Owner Trusts, as secured parties, filed with the Delaware Secretary of State	54 3906-3937
E.	Funding Agreement Pledge Agreement UCC Filing	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, as secured parties, filed with the Delaware Secretary of State	55 3938-3967
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, the Owner Trust, Ambac, CFC, RUS and the Other Owner Trusts, as secured parties, filed with the Delaware Secretary of State	56 3968-3998
L.	Partial Release UCC Filing	
	UCC-3 Partial Release naming Big Rivers, as debtor, and RUS, Ambac and CFC, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	57 3999-4141
J.	Subordinated Mortgage and Security Agreement UCC Filing	
	UCC-1 naming Big Rivers as debtor, and the Owner Trust, the Other Owner Trusts, the Owner Participant Trusts, the Owner Participant, the Other Owner Participant, the Beneficial Interest Purchaser, the Series A Lender, the Series B Lender and the Payment Undertaker, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	58 4142-4326
K.	Supplemental Mortgage No. 1 to Restated Mortgage UCC Filing	
	UCC-1 naming Big Rivers, as debtor, and the Owner Trust, RUS, Ambac, CFC, the Other Owner Trusts and the Beneficial Interest Purchaser, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	59 4327-4470
L.	Rights Sharing Agreement UCC Filing	
	UCC-1 naming the OP Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with Secretary of State of Connecticut	60 4471-4502

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
III.	OPINIONS	
A.	Opinions, dated the Closing Date, of OHS addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	61 4503-4591
E.	Opinion, dated the Closing Date, of OHS addressed to the Funding Agreement Issuer and AIG	62 4592-4598
C.	Opinion, dated the Closing Date, of SMSM addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	63 4599-4615
D.	Opinion, dated the Closing Date, of SMSM addressed to the Funding Agreement Issuer and AIG	64 4616-4620
E.	Opinion, dated the Closing Date, of in-house counsel to the Owner Participant addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	65 4621-4624
F.	Opinion, dated the Closing Date, of HW, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	66 4625-4628
G.	Opinion, dated the Closing Date, of WC, addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	67 4629-4632
H.	Opinion, dated the Closing Date, of in-house counsel to the Funding Agreement Issuer addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	68 4633-4638
L.	Opinion, dated the Closing Date, of in-house counsel to American International Group, Inc. addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	69 4639-4640
J.	Opinion, dated the Closing Date, of CWT, addressed to the Owner Participant, as to, among other things, enforceability of the Qualifying Swap against the Beneficial Interest Purchaser	70 4641-4645
K.	Opinion, dated the Closing Date, of Shipman, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	71 4646-4650
L.	Opinion, dated the Closing Date, of Patton Boggs addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	72 4651-4656
M.	Opinions, dated the Closing Date, of GDM and G&W addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	73 4657-4667

<u>DOCUMENT</u>	<u>TAE NUMBER</u>
N. Opinions, dated the Closing Date, of in-house counsel to Ambac and the Beneficial Interest Purchaser, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	74 4668-4673
O. Letters of in-house counsel to Ambac, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS, as to certain policy considerations and the Qualifying Surety Bond, the Payment Agreement FGIP, the Securities FGIP and the Series B Loan FGIP	75 4674-4679
P. Opinion, dated the Closing Date, of OHS addressed to the Owner Participant as to the effect of a Big Rivers bankruptcy on the Qualifying Swap and the Qualifying Surety Bond	76 4680-4686
Q. Opinion, dated the Closing Date, of SKP addressed to the Owner Participant	77 4687
R. Opinion, dated the Closing Date, of SH addressed to the Owner Participant	78 4688
S. Opinion, dated the Closing Date, of WTC as to the applicability of Kentucky income or recurring intangible tax, addressed to the Ambac Parties	79 4689
T. Opinion of CWT, with respect to the Funding Agreement, addressed to Ambac pursuant to Section 4.17(b) of the Participation Agreement	80 4690
 IV. CERTIFICATES	
A. Big Rivers:	81 4691-4755
(i) Secretary's Certificate , dated the Closing Date, of Big Rivers providing (i) certified copies of the articles of incorporation and by-laws, (ii) resolutions of the Board of Directors that (a) authorize the transaction, and (b) establish the authority of Big Rivers to consummate the transaction, and (iii) accuracy of representations and warranties an incumbency certificate of officers executing the Operative Documents	
(ii) Certificate of Existence from the Commonwealth of Kentucky	
B. Big Rivers Subsidiary:	82 4756-4785
(i) Secretary's Certificate , dated the Closing Date, of the Big Rivers Subsidiary providing (i) certified copies of the articles of incorporation and by-laws, (ii) resolutions of the Board of Directors that (a) authorize the transaction and (b) establish the authority of Big Rivers Subsidiary to consummate the transaction and (iii) an incumbency certificate of officers executing the Operative Documents.	

<u>DOCUMENT</u>	<u>TAB NUMBER</u>
(ii) Certificate of Good Standing from the State of Delaware.	
C. The Owner Trust:	
Certificate of Good Standing from the Connecticut Secretary of State	83 4786--4789
D. The OP Trust:	84 4790-4823
(i) OP Trustee's Certificate , dated the Closing Date, of the OP Trustee providing (i) certified copies of the OP Trust Agreement, (ii) due authorization and authority, and (iii) the incumbency of officers executing the Operative Documents	
(ii) Certificate of Good Standing from the Connecticut Secretary of State	
E. The Owner Participant:	85 4824-4862
(i) Secretary's Certificate , dated the Closing Date, of the Owner Participant providing (i) certified copies of the certificate of incorporation and by-laws or Partnership Agreement, as applicable (ii) resolutions of the governing body that (a) authorize the transaction, and (b) establish the authority of the Owner Participant to consummate the transaction, and (iii) the incumbency of officers or other authorized persons executing the Operative Documents	
(ii) Certificate of Good Standing , dated as of a recent date, from jurisdiction of organization	
F. Secretary's Certificate of Ambac , dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	86 4863-4897
G. Secretary's Certificate of the Beneficial Interest Purchaser , dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	87 4898-4899
H. Secretary's Certificate of the Payment Undertaker , dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	88 4900-4904
I. Secretary's Certificate of the Series A Lender , dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	89 4905-4909
J. Series B Lender's Officer's Certificate , dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	90 4910-4912
K. LG&E Entities Secretaries' Certificate , dated the Closing Date, providing, with respect to each LG&E Entity, the incumbency of officers executing the Operative Documents	91 4913-4927
L. CFC's Officer's Certificate , dated as of the Closing Date, setting forth the incumbency of officers executing the Operative Documents	92 4928

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
V.	MISCELLANEOUS	
A.	Certificate of Big Rivers certifying copies of:	93 4929-4937
	(i) Restated Mortgage and Security Agreement	
	(ii) List of material LG&E Agreements	
B.	Opinion of Babcock & Brown, dated the Closing Date	94 4938-
C.	Certificates of Insurance stating that insurance meeting the requirements of Section 11 of the Facility Lease is in full force and effect	95 4939-4975
D.	Engineering Report, dated on or before the Closing Date	96 4976-4977
E.	Environmental Report, dated on or before the Closing Date	97 4978-
F.	Appraisal of the Facility Lessor's Undivided Interest, prepared by the Appraiser	98 4979
G.	Letter from the Appraiser as to the fair market value of the Facility Lessor's Undivided Interest, dated the Closing Date	994980
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K.	Funding Memorandum, dated the Closing Date	103 4991-4993
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M.	Order of the Kentucky Revenue Cabinet	105 5014
N.	Bring-down Letter of Engineer	106 5015-5032
O.	Letter appointing CSC as agent for service of process for Big Rivers and the Big Rivers Subsidiary	107 5033-5037
P.	IRS Form 8264, filed by Babcock with the Internal Revenue Service	108 5038-5051
Q.	Designation Agreement	109 5052
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113 5056-5057

**LEASES OF D.B. WILSON UNIT NO. 1
TO BIG RIVERS ELECTRIC CORPORATION
(FBR-2)**

CLOSING DOCUMENTS INDEX

DEFINITIONS

AIG	American International Group, Inc.
Ambac	Ambac Assurance Corporation
Ambac Parties	Ambac, the Payment Undertaker, the Series A Lender and the Beneficial Interest Purchaser
Appraiser	Deloitte & Touche, LLP - Valuation Group
Babcock	Babcock & Brown, financial advisor to Big Rivers
Beneficial Interest Purchaser	Ambac Credit Products, LLC
Big Rivers Subsidiary	Big Rivers Leasing Corporation
Big Rivers	Big Rivers Electric Corporation
CFC	National Rural Utilities Cooperative Finance Corporation
CWT	Cadwalader, Wickersham & Taft, counsel to the Ambac Parties
Closing Date	April 18, 2000
Escrow Agent	State Street Bank and Trust Company of Connecticut, National Association
Funding Agreement Issuer	AIG Matched Funding Corp.
Government Securities Collateral Agent	State Street Bank and Trust Company of Connecticut, National Association
Government Securities Intermediary	State Street Bank and Trust Company of Connecticut, National Association
GDM	Greenebaum, Doll & McDonald, counsel to the LG&E Entities
G&W	Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.
HW	Hunton & Williams, counsel to the Owner Participant
LG&E Entities	Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.

OHS	Orrick, Herrington & Sutcliffe LLP, special counsel to Big Rivers
OP Trust	FBR-2 OP Statutory Trust
OP Trustee	State Street Bank and Trust Company of Connecticut, National Association
Other OP Trusts	PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust and FBR-1 OP Statutory Trust
Other Owner Participant	Bluegrass Leasing
Other Owner Trusts	PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust and FBR-1 Statutory Trust
Owner Participant	Fleet Real Estate, Inc.
Owner Trust	FBR-2 Statutory Trust
Patton Boggs	Patton Boggs LLP, special counsel to RUS
Payment Undertaker	AME Asset Funding, LLC
RUS	United States of America, acting through the Administrator of the Rural Utilities Service
Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Steptoe	Steptoe & Johnson LLP, special counsel to the Series B Lender
SH	Stites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Park, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer
WTC	Wyatt, Tarrant & Combs, special Kentucky counsel to the Ambac Parties

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	Exhibit B Form of Head Lease	
	Exhibit C Form of Facility Lease	
	Exhibit D Form of Ground Lease	
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	Exhibit H Form of Leasehold Mortgage	
	Exhibit I Form of Intercreditor Agreement	
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	Exhibit K Form of Payment Agreement Pledge	
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	Exhibit M Form of Series B Loan FGIP	
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	Exhibit O Form of Funding Agreement	

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
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	Exhibit Q Form of Funding Agreement FGIP	
	Exhibit R Form of Subordinated Mortgage	
	Exhibit S Form of Assumption Agreement	
	Exhibit T Form of Guaranty	
	Exhibit U Form of Operating and Support Agreement	
	Exhibit V Form of Qualifying Swap	
	Exhibit W Form of Qualifying Swap Surety Bond	
	Exhibit X Form of Big Rivers Swap	
	Exhibit Y IRS Ruling	
	Exhibit Z Form of Escrow Agreement	
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	Exhibit A-1 Description of Plant Wilson	
	Exhibit A-2 Description of items of Equipment Constituting Plant Wilson	
	Exhibit B Description of Site	
	Exhibit C Description of Easement Site	
3.	Facility Lease Agreement	3.6297-6466
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	Exhibit A Description of the Facility	
	Exhibit B-1 Form of Facility Lessor's Notice of Non-Payment of Rent	
	Exhibit B-2 Form of Facility Lessee's Request to Facility Lessor to Pursue Remedies Against Payment Undertaker	
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	Schedule 3-A Terms and Conditions of Service Contract	
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6.	Facility Lessee Assignment and Assumption Agreement	6. 6683-6756
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2.	Payment Agreement Pledge Agreement	21 7599-7621
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4.	Financial Guarantee Insurance Policy relating to the Payment Agreement	23 7624-7630
5.	Government Securities Pledge Agreement	24 7631-7659
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6.	Financial Guarantee Insurance Policy relating to Series B Loan	25 7660-7671
7.	Funding Agreement	26 7672-7702
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12.	Master Agreement (Qualifying Swap)	31 7742-7883
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	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
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2.	OP Trust Agreement	35 8026-8057
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3.	Operating and Support Agreement	36 8058-8090
4.	Agreement to Amend Promissory Note	37 8091-8094
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5.	Tax Indemnity Agreement	38 8095-8128
6.	Escrow Agreement	39 8129-8146
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7.	AIG Indemnification Letter	40 8147-8150
8.	Extension Agreement	41 8151-8152
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A.	Precautionary Head Lease UCC Filings	
1.	UCC-1 naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the Secretary of the Commonwealth of Kentucky	42 8153-8238
2.	UCC-1 naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the Connecticut Secretary of State	43 8239-8325
B.	Precautionary Head Lease Fixture Filings	
	UCC-1 Fixture Filing naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the County Clerk of Ohio County, Kentucky	44 8326-8443

<u>DOCUMENT</u>		<u>TAB NUMBER</u>
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C.	Precautionary Facility Lease UCC Filing	
	UCC-1 naming Big Rivers, as lessee/debtor, the Owner Trust, as lessor/secured party, and the Series A Lender, as Agent for the Lenders, as assignee of the secured party, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	45 8444-8529
D.	Precautionary Facility Lease Fixture Filings	
	UCC-1 Fixture Filing naming Big Rivers, as lessee/debtor, the Owner Trust, as lessor/secured party, and the Series A Lender, as Agent for the Lenders, as assignee of the secured party, filed with the County Clerk of Ohio County, Kentucky	468530-8647
E.	Leasehold Mortgage and Security Agreement UCC Filings	
1.	UCC-1 naming the Owner Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with the Secretary of the Commonwealth of Kentucky	478648-8711
2.	UCC-1 naming the Owner Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with the Connecticut Secretary of State	488712-8777
F.	Payment Agreement Pledge Agreement UCC Filing	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, the Owner Trust, as secured party, and the Series A Lender, as assignee of the Owner Trust, filed with the Delaware Secretary of State	49 8778-8808
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, the Beneficial Interest Purchaser, as secured party, filed with the Delaware Secretary of State	50 8809-8837
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, Beneficial Interest Purchaser, the Owner Trust, the Other Owner Trusts, RUS, Ambac and CFC, as secured parties, filed with the Delaware Secretary of State	51 8838-8869
G.	Government Securities Pledge Agreement UCC Filings	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, as secured parties, filed with the Delaware Secretary of State	52 8870-8899
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, as secured parties, filed with the Delaware Secretary of State	53 8900-8931
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, the Owner Trust, Ambac, CFC, RUS, the Other Owner Trusts, as secured parties, filed with the Delaware Secretary of State	54 8932-8964

<u>DOCUMENT</u>		<u>TAB NUMBER</u>
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H.	Funding Agreement Pledge Agreement UCC Filing	
1.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, as secured parties, filed with the Delaware Secretary of State	55 8965-8994
2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, the Owner Trust, Ambac, CFC, RUS and the Other Owner Trusts, as secured parties, filed with the Delaware Secretary of State	56 8995-9026
I.	Partial Release UCC Filing	
	UCC-3 Partial Release naming Big Rivers, as debtor, and RUS, Ambac and CFC, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	57 9027-9167
J.	Subordinated Mortgage and Security Agreement UCC Filing	
	UCC-1 naming Big Rivers as debtor, and the Owner Trust, the Other Owner Trusts, the Owner Participant Trusts, the Owner Participant, the Other Owner Participant, the Beneficial Interest Purchaser, the Series A Lender, the Series B Lender and the Payment Undertaker, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	58 9168-9352
K.	Supplemental Mortgage No. 1 to Restated Mortgage UCC Filing	
	UCC-1 naming Big Rivers, as debtor, and the Owner Trust, RUS, Ambac, CFC, the Other Owner Trusts and the Beneficial Interest Purchaser, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	59 9353-9495
L.	Rights Sharing Agreement UCC Filing	
	UCC-1 naming the OP Trust, as debtor, and the Series A Lender, as Agent for the Lenders, as secured party, filed with Secretary of State of Connecticut	60 9496-9527
III.	OPINIONS	-
A.	Opinions, dated the Closing Date, of OHS addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	61 9528-9614
B.	Opinion, dated the Closing Date, of OHS addressed to the Funding Agreement Issuer and AIG	62 9615-9621
C.	Opinion, dated the Closing Date, of SMSM addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	63 9622-9638
D.	Opinion, dated the Closing Date, of SMSM addressed to the Funding Agreement Issuer and AIG	64 9639-9643

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>
E.	Opinion, dated the Closing Date, of in-house counsel to the Owner Participant addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	65 Pages 9644-9647
F.	Opinion, dated the Closing Date, of HW, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	66 9648-9651
G.	Opinion, dated the Closing Date, of WC, addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	67 9652-9655
H.	Opinion, dated the Closing Date, of in-house counsel to the Funding Agreement Issuer addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	68 9656-9658
I.	Opinion, dated the Closing Date, of in-house counsel to American International Group, Inc. addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	69 9659-9660
J.	Opinion, dated the Closing Date, of CWT, addressed to the Owner Participant, as to, among other things, enforceability of the Qualifying Swap against the Beneficial Interest Purchaser	70 9661-9665
K.	Opinion, dated the Closing Date, of Shipman, addressed to Big Rivers, the Owner Trustee, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	71 9666-9670
L.	Opinion, dated the Closing Date, of Patton Boggs addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	72 9671-9676
M.	Opinions, dated the Closing Date, of GDM and G&W addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	73 9677-9687
N.	Opinions, dated the Closing Date, of in-house counsel to Ambac and the Beneficial Interest Purchaser, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	74 9688-9693
O.	Letters of in-house counsel to Ambac, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS, as to certain policy considerations and the Qualifying Surety Bond, the Payment Agreement FGIP, the Securities FGIP and the Series B Loan FGIP	75 9694-9699
P.	Opinion, dated the Closing Date, of OHS addressed to the Owner Participant as to the effect of a Big Rivers bankruptcy on the Qualifying Swap and the Qualifying Surety Bond	76 9700-9706
Q.	Opinion, dated the Closing Date, of SKP addressed to the Owner Participant	77 9707

<u>DOCUMENT</u>		<u>TAB NUMBER</u> <u>Pages</u>
R.	Opinion, dated the Closing Date, of SH addressed to the Owner Participant	78 9708
S.	Opinion, dated the Closing Date, of WTC as to the applicability of Kentucky income or recurring intangible tax, addressed to the Ambac Parties	79 9709
T.	Opinion of CWT, with respect to the Funding Agreement, addressed to Ambac pursuant to Section 4.17(b) of the Participation Agreement	80 9710
IV.	CERTIFICATES	
A.	Big Rivers:	81 9711-9772
	(i) Secretary's Certificate, dated the Closing Date, of Big Rivers providing (i) certified copies of the articles of incorporation and by-laws, (ii) resolutions of the Board of Directors that (a) authorize the transaction, and (b) establish the authority of Big Rivers to consummate the transaction, and (iii) accuracy of representations and warranties an incumbency certificate of officers executing the Operative Documents	
	(ii) Certificate of Existence from the Commonwealth of Kentucky	
B.	Big Rivers Subsidiary:	82 9773-9803
	(i) Secretary's Certificate, dated the Closing Date, of the Big Rivers Subsidiary providing (i) certified copies of the articles of incorporation and by-laws, (ii) resolutions of the Board of Directors that (a) authorize the transaction and (b) establish the authority of Big Rivers Subsidiary to consummate the transaction and (iii) an incumbency certificate of officers executing the Operative Documents.	
	(ii) Certificate of Good Standing from the State of Delaware.	
C.	The Owner Trust:	
	Certificate of Good Standing from the Connecticut Secretary of State	83 9804-9807
D.	The OP Trust:	84 9808-9841
	(i) OP Trustee's Certificate, dated the Closing Date, of the OP Trustee providing (i) certified copies of the OP Trust Agreement, (ii) due authorization and authority, and (iii) the incumbency of officers executing the Operative Documents	
	(ii) Certificate of Good Standing from the Connecticut Secretary of State	

	<u>DOCUMENT</u>	<u>TAB NUMBER</u> <u>Pages</u>
E.	The Owner Participant:	85 9842-9880
	(i) Secretary's Certificate, dated the Closing Date, of the Owner Participant providing (i) certified copies of the certificate of incorporation and by-laws or Partnership Agreement, as applicable (ii) resolutions of the governing body that (a) authorize the transaction, and (b) establish the authority of the Owner Participant to consummate the transaction, and (iii) the incumbency of officers or other authorized persons executing the Operative Documents	
	(ii) Certificate of Good Standing, dated as of a recent date, from jurisdiction of organization	
F.	Secretary's Certificate of Ambac, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	86 9881-9915
G.	Secretary's Certificate of the Beneficial Interest Purchaser, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	87 9916-9918
H.	Secretary's Certificate of the Payment Undertaker, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	88 9919-9923
I.	Secretary's Certificate of the Series A Lender, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	89 9924-9928
J.	Series B Lender's Officer's Certificate, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	90 9929-9931
K.	LG&E Entities Secretaries' Certificate, dated the Closing Date, providing, with respect to each LG&E Entity, the incumbency of officers executing the Operative Documents	91 9932-9946
L.	CFC's Officer's Certificate, dated as of the Closing Date, setting forth the incumbency of officers executing the Operative Documents	92 9947
V.	MISCELLANEOUS	
A.	Certificate of Big Rivers certifying copies of:	93 9948-9956
	(i) Restated Mortgage and Security Agreement	
	(ii) List of material LG&E Agreements	
B.	Opinion of Babcock & Brown, dated the Closing Date	94 9957
C.	Certificates of Insurance stating that insurance meeting the requirements of Section 11 of the Facility Lease is in full force and effect	95 9958-9994
D.	Engineering Report, dated on or before the Closing Date	96 9995

<u>DOCUMENT</u>		<u>TAB NUMBER</u>
		<u>Pages</u>
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G.	Letter from the Appraiser as to the fair market value of the Facility Lessor's Undivided Interest, dated the Closing Date	99 9998
H.	Survey of the Site	1009999
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K.	Funding Memorandum, dated the Closing Date	103 10002-10009
L.	Unwind Letter	104 10010-10012
M.	Order of the Kentucky Revenue Cabinet	105 10013-10033
N.	Bring-down Letter of Engineer	106 10034
O.	Letter appointing CSC as agent for service of process for Big Rivers and the Big Rivers Subsidiary	107 10035 -10052
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Q.	Designation Agreement	109 10058-10072
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S.	IRS Form W-9 of Big Rivers	111 10074
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**LEASES OF PLANT ROBERT D. GREEN
UNITS 1 AND UNIT 2 AND PLANT GREEN COMMON FACILITIES
TO BIG RIVERS ELECTRIC CORPORATION
(PBR-1)**

CLOSING DOCUMENTS INDEX

DEFINITIONS

AIG	American International Group, Inc.
Ambac	Ambac Assurance Corporation
Ambac Parties	Ambac, the Payment Undertaker, the Series A Lender and the Beneficial Interest Purchaser
Appraiser	Deloitte & Touche, LLP - Valuation Group
Babcock	Babcock & Brown, financial advisor to Big Rivers
Beneficial Interest Purchaser	Ambac Credit Products, LLC
Big Rivers Subsidiary	Big Rivers Leasing Corporation
Big Rivers	Big Rivers Electric Corporation
CFC	National Rural Utilities Cooperative Finance Corporation
CWT	Cadwalader, Wickersham & Taft, counsel to the Ambac Parties
Closing Date	April 18, 2000
Escrow Agent	State Street Bank and Trust Company of Connecticut, National Association
Funding Agreement Issuer	AIG Matched Funding Corp.
Government Securities Collateral Agent	State Street Bank and Trust Company of Connecticut, National Association
Government Securities Intermediary	State Street Bank and Trust Company of Connecticut, National Association
GDM	Greenebaum, Doll & McDonald, counsel to the LG&E Entities
G&W	Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.
HW	Hunton & Williams, counsel to the Owner Participant

LG&E Entities	Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.
OHS	Orrick, Herrington & Sutcliffe LLP, special counsel to Big Rivers
OP Trust	PBR-1 OP Statutory Trust
OP Trustee	State Street Bank and Trust Company of Connecticut, National Association
Other OP Trusts	PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust, FBR-1 OP Statutory Trust and FBR-2 OP Statutory Trust
Other Owner Participant	Fleet Real Estate, Inc.
Other Owner Trusts	PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust and FBR-2 Statutory Trust
Owner Participant	Bluegrass Leasing
Owner Trust	PBR-1 Statutory Trust
Patton Boggs	Patton Boggs LLP, special counsel to RUS
Payment Undertaker	AME Asset Funding, LLC
RUS	United States of America, acting through the Administrator of the Rural Utilities Service
Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Steproe	Steproe & Johnson LLP, special counsel to the Series B Lender
SH	Stites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Park, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer

WTC

Wyatt, Tarrant & Combs, special Kentucky counsel to the
Ambac Parties

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<u>DOCUMENT</u>		<u>TAB NUMBER</u>	<u>Pages</u>
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<u>DOCUMENT</u>		<u>TAB NUMBER</u>
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E.	Opinion, dated the Closing Date, of in-house counsel to the Owner Participant addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	67 14749-14752

	<u>DOCUMENT</u>	<u>TAB NUMBER</u>	<u>Pages</u>
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J.	Opinion, dated the Closing Date, of CWT, addressed to the Owner Participant, as to, among other things, enforceability of the Qualifying Swap against the Beneficial Interest Purchaser	72	14766-14770
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N.	Opinions, dated the Closing Date, of in-house counsel to Ambac and the Beneficial Interest Purchaser, addressed to Big Rivers, the Owner Trust, the OP Trust, the Owner Participant, the Ambac Parties, the Series B Lender and RUS	76	14794-14799
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E.	The OP Trust:	86 14902-14931
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I. Secretary's Certificate of the Series A Lender, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	91 15061-15065
J. Series B Lender's Officer's Certificate, dated the Closing Date, setting forth the incumbency of officers executing the Operative Documents	92 15066-15068
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C. Certificates of Insurance stating that insurance meeting the requirements of Section 11 of the Facility Lease is in full force and effect	97 15095-15131

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			<u>Pages</u>
B.	Engineering Report, dated on or before the Closing Date	98	15132
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T.	IRS Form W-9 of the Big Rivers Subsidiary	114	15213
U.	Side Letter as to Qualifying Swap	115	15214-15215

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(PBR-2)**

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Government Securities Intermediary	<i>State Street Bank and Trust Company of Connecticut, National Association</i>
GDM	<i>Greenebaum, Doli & McDonald, counsel to the LG&E Entities</i>
G&W	<i>Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.</i>
HW	<i>Hunton & Williams, counsel to the Owner Participant</i>
LG&E Entities	<i>Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.</i>

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Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Stephoe	Stephoe & Johnson LLP, special counsel to the Series B Lender
SH	Sites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Park, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer
WTC	Wyatt, Tarrant & Combs, special Kentucky counsel to the Ambac Parties

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**LEASES OF PLANT ROBERT D. GREEN
UNITS 1 AND UNIT 2 AND PLANT GREEN COMMON FACILITIES
TO BIG RIVERS ELECTRIC CORPORATION
(PBR-1)**

CLOSING DOCUMENTS INDEX

DEFINITIONS

AIG	American International Group, Inc.
Ambac	Ambac Assurance Corporation
Ambac Parties	Ambac, the Payment Undertaker, the Series A Lender and the Beneficial Interest Purchaser
Appraiser	Deioitte & Touche, LLP - Valuation Group
Babcock	Babcock & Brown, financial advisor to Big Rivers
Beneficial Interest Purchaser	Ambac Credit Products, LLC
Big Rivers Subsidiary	Big Rivers Leasing Corporation
Big Rivers	Big Rivers Electric Corporation
CFC	National Rural Utilities Cooperative Finance Corporation
CWT	Cadwalader, Wickersham & Taft, counsel to the Ambac Parties
Closing Date	April 18, 2000
Escrow Agent	State Street Bank and Trust Company of Connecticut, National Association
Funding Agreement Issuer	AIG Matched Funding Corp.
Government Securities Collateral Agent	State Street Bank and Trust Company of Connecticut, National Association
Government Securities Intermediary	State Street Bank and Trust Company of Connecticut, National Association
GDM	Greenebaum, Doll & McDonald, counsel to the LG&E Entities
G&W	Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.
HW	Hunton & Williams, counsel to the Owner Participant

LG&E Entities	Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.
OHS	Orrick, Herrington & Sutcliffe LLP, special counsel to Big Rivers
OP Trust	PBR-1 OP Statutory Trust
OP Trustee	State Street Bank and Trust Company of Connecticut, National Association
Other OP Trusts	PBR-2 OP Statutory Trust, FBR-3 OP Statutory Trust, FBR-1 OP Statutory Trust and FBR-2 OP Statutory Trust
Other Owner Participant	Fleet Real Estate, Inc.
Other Owner Trusts	PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust and FBR-2 Statutory Trust
Owner Participant	Bluegrass Leasing
Owner Trust	PBR-1 Statutory Trust
Patton Boggs	Patton Boggs LLP, special counsel to RUS
Payment Undertaker	AME Asset Funding, LLC
RUS	United States of America, acting through the Administrator of the Rural Utilities Service
Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Stephoe	Stephoe & Johnson LLP, special counsel to the Series B Lender
SH	Stites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Park, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer

WTC

Wyatt, Tarrant & Combs, special Kentucky counsel to the
Ambac Parties

DOCUMENT

TAB NUMBER

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A LEASE DOCUMENTS

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110078-11147

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H.	Opinion, dated the Closing Date, of in-house counsel to the Funding Agreement Issuer addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	70 14761-14763
I.	Opinion, dated the Closing Date, of in-house counsel to American International Group, Inc. addressed to Big Rivers, the Owner Trust, the Owner Participant, the Ambac Parties (other than the Series A Lender) and RUS	71 14764-14765
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B.	Big Rivers Subsidiary:	84 14874-14897
	(i) Secretary's Certificate, dated the Closing Date, of the Big Rivers Subsidiary providing (i) certified copies of the articles of incorporation and by-laws, (ii) resolutions of the Board of Directors that (a) authorize the transaction and (b) establish the authority of Big Rivers Subsidiary to consummate the transaction and (iii) an incumbency certificate of officers executing the Operative Documents.	
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	Certificate of Good Standing from the Connecticut Secretary of State	85 14898-14901
D.	The OP Trust:	86 14902-14931
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**LEASES OF D.B. WILSON UNIT NO. 1
TO BIG RIVERS ELECTRIC CORPORATION
(PBR-3)**

CLOSING DOCUMENTS INDEX

DEFINITIONS

AIG	American International Group, Inc.
Ambac	Ambac Assurance Corporation
Ambac Parties	Ambac, the Payment Undertaker, the Series A Lender and the Beneficial Interest Purchaser
Appraiser	Deloitte & Touche, LLP - Valuation Group
Babcock	Babcock & Brown, financial advisor to Big Rivers
Beneficial Interest Purchaser	Ambac Credit Products, LLC
Big Rivers Subsidiary	Big Rivers Leasing Corporation
Big Rivers	Big Rivers Electric Corporation
CFC	National Rural Utilities Cooperative Finance Corporation
CWT	Cadwalader, Wickersham & Taft, counsel to the Ambac Parties
Closing Date	April 18, 2000
Escrow Agent	State Street Bank and Trust Company of Connecticut, National Association
Funding Agreement Issuer	AIG Matched Funding Corp.
Government Securities Collateral Agent	State Street Bank and Trust Company of Connecticut, National Association
Government Securities Intermediary	State Street Bank and Trust Company of Connecticut, National Association
GDM	Greenebaum, Doll & McDonald, counsel to the LG&E Entities
G&W	Gardere & Wynne, L.L.P., Oklahoma counsel to LG&E Energy Marketing, Inc.
HW	Hunton & Williams, counsel to the Owner Participant
LG&E Entities	Western Kentucky Energy Corp., LG&E Energy Marketing, Inc., WKE Corp. and WKE Station Two Inc.

OHS	Orrick, Herrington & Sutcliffe LLP, special counsel to Big Rivers
OP Trust	PBR-3 OP Statutory Trust
OP Trustee	State Street Bank and Trust Company of Connecticut, National Association
Other OP Trusts	PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, FBR-1 OP Statutory Trust and FBR-2 OP Statutory Trust
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Owner Participant	Bluegrass Leasing
Owner Trust	PBR-3 Statutory Trust
Patton Boggs	Patton Boggs LLP, special counsel to RUS
Payment Undertaker	AME Asset Funding, LLC
RUS	United States of America, acting through the Administrator of the Rural Utilities Service
Series A Lender	AME Investments, LLC
Series B Lender	CoBank, ACB
Shipman	Shipman & Goodwin LLP, counsel to the Owner Trust and OP Trust
Step toe	Step toe & Johnson LLP, special counsel to the Series B Lender
SH	Stites & Harbison, special Kentucky counsel to the Owner Participant
SKP	Stoll, Keenon & Parit, LLP, special Kentucky counsel to the Owner Participant
SMSM	Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers
WC	White & Case, LLP, special counsel to AIG and the Funding Agreement Issuer
WTC	Wyatt, Tarrant & Combs, special Kentucky counsel to the Ambac Parties

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10.	Financial Guaranty Insurance Policy relating to the Funding Agreement	29 23029-23036
11.	Guarantee of American International Group, Inc.	30 23037-23041
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14.	Master Agreement (Big Rivers Swap)	33 23203-23290
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2.	OP Trust Agreement	35 23321-23351
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4.	Agreement to Amend Promissory Note	37 23385-23388
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5.	Tax Indemnity Agreement	38 23389-23425
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7.	AIG Indemnification Letter	40 23442-23444
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II.	UCC AND FIXTURE FILINGS	
A.	Precautionary Head Lease UCC Filings	
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2.	UCC-1 naming the Owner Trust, as lessee/debtor, and Big Rivers, as lessor/secured party, filed with the Connecticut Secretary of State	43 23532-23618
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2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, the Beneficial Interest Purchaser, as secured party, filed with the Delaware Secretary of State	50 24105-24133
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, Beneficial Interest Purchaser, the Owner Trust, the Other Owner Trusts, RUS, Ambac and CFC, as secured parties, filed with the Delaware Secretary of State	51 24134-24165
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2.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Owner Trust, as secured parties, filed with the Delaware Secretary of State	53 24196-24225
3.	UCC-1 naming the Big Rivers Subsidiary, as debtor, and the Beneficial Interest Purchaser, the Owner Trust, Ambac, CFC, RUS, the Other Owner Trusts, as secured parties, filed with the Delaware Secretary of State	54 24226-24257

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	UCC-3 Partial Release naming Big Rivers, as debtor, and RUS, Ambac and CFC, as secured parties, filed with the County Clerk of Henderson County, Kentucky, and refiled with the Secretary of the Commonwealth of Kentucky	57 24321–24463
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J.	Opinion, dated the Closing Date, of CWT, addressed to the Owner Participant, as to, among other things, enforceability of the Qualifying Swap against the Beneficial Interest Purchaser	70 24964-24968
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B.	Big Rivers Subsidiary:	82 25070-25097
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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

In the Matter of:

THE APPLICATIONS OF BIG RIVERS)
ELECTRIC CORPORATION FOR:)
(I) APPROVAL OF WHOLESALE TARIFF)
ADDITIONS FOR BIG RIVERS ELECTRIC) CASE NO. 2007-00455
CORPORATION, (II) APPROVAL OF)
TRANSACTIONS, (III) APPROVAL TO ISSUE)
EVIDENCES OF INDEBTEDNESS, AND)
(IV) APPROVAL OF AMENDMENTS TO)
CONTRACTS; AND)

E.ON U.S., LLC, WESTERN KENTUCKY ENERGY)
CORP. AND LG&E ENERGY MARKETING,)
INC. FOR APPROVAL OF TRANSACTIONS)

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INC. FOR APPROVAL OF TRANSACTIONS)

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APPENDIX F

Miscellaneous Documents

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Proposed Merger – Alcan & Affiliates