PPL companies

Mr. Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

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SEP 20 2011

PUBLIC SERVICE
COMMISSION

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September 20, 2011

RE: ***Joint Application of Louisville Gas and Electric Company and Kentucky Utilities Company for a Certificate of Public Convenience and Necessity and Site Compatibility Certificate for the Construction of a Combined Cycle Combustion Turbine at the Cane Run Generating Station and the Purchase of Existing Single Cycle Combustion Turbine Facilities from Bluegrass Generation Company, LLC in LaGrange, Kentucky*** **- Case No. 2011-00375**

Dear Mr. DeRouen:

Please find enclosed and accept for filing an original and ten (10) copies of the executed Asset Purchase Agreement between Bluegrass Generation Company, LLC, and Kentucky Utilities Company and Louisville Gas and Electric Company ("Agreement"). As noted on page 11 of the testimony of John N. Voyles, Jr. filed on September 15, 2011 in the above-referenced proceeding, the Agreement was not executed in time to file it on that date. The Agreement has now been signed with no material changes from the draft copy filed with the Commission on September 15, 2011. There were, however, limited edits to the Agreement and its attachments. Therefore, we are also attaching an original and ten (10) red-lined copies of those portions of the Agreement and its attachments which contained changes from the draft filed on September 15, 2011. Please note that Appendix 2.01(a) and Appendix 4.11 were not included with the filing made on September 15, but they are included with the executed copy of the Agreement filed today.

Should you have any questions regarding the enclosed, please do not hesitate to contact me. If you receive any requests for copies of the attached documents, please refer the same to me directly; I will provide such copies upon request.

Sincerely,

Lonnie E. Bellar

cc: Hon. Michael L. Kurtz
Hon. Dennis G. Howard

EXECUTION COPY

ASSET PURCHASE AGREEMENT

BETWEEN

BLUEGRASS GENERATION COMPANY, L.L.C.

AND

KENTUCKY UTILITIES COMPANY

AND

LOUISVILLE GAS AND ELECTRIC COMPANY

DATED AS OF

SEPTEMBER 15, 2011

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September 15, 2011, is entered into between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**") and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyer**") (Seller and Buyer each a "**Party**" and together the "**Parties**").

RECITALS:

WHEREAS, Seller is engaged in the business of owning and operating three natural gas fired simple cycle power generation units (each a "**Unit**") located on the Real Property (as defined below) (the Units and all supporting infrastructure and other improvements on the Real Property, the "**Plant**") (the "**Business**");

WHEREAS, Seller operates the Business through a financing arrangement with Oldham County, Kentucky ("Oldham") such that Seller makes payments in lieu of property taxes ("**PILOT Payments**") and lease payments to Oldham under the terms of the In-Lieu of Tax Payments Agreement made and entered as of November 1, 2000, by and between Oldham and Seller (the "**PILOT Agreement**") and the lease dated as of November 1, 2000 between Seller as lessee and Oldham as lessor, as such lease has been amended pursuant to amendments dated December 27, 2001, December 27, 2002, and January 19, 2006 (the "**Lease**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, as an inducement to Buyer entering into this Agreement, Seller Parent has executed simultaneously herewith a guarantee whereby Seller Parent guarantees Seller's performance of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

"**Acquisition Proposal**" has the meaning set forth in **Section 6.03(a)(i)**.

"**Action**" means any claim, action, cause of action, lawsuit, arbitration, audit, notice of violation, legal proceeding, litigation, citation, summons, or subpoena of any nature, whether civil, criminal, administrative, or regulatory, whether at law or in equity.

"**Actual Prorated Amount**" has the meaning set forth in **Section 2.06(c)**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Allocation Schedule**" has the meaning set forth in **Section 2.07**.

"**Assigned Contracts**" has the meaning set forth in **Section 2.01(b)**.

"**Assigned Intellectual Property Assets**" has the meaning set forth in **Section 2.01(b)**.

"**Assignment and Assumption Agreement**" has the meaning set forth in **Section 3.02(a)(ii)** (*Closing Deliverables*).

"**Assumed Liabilities**" has the meaning set forth in **Section 2.03**.

"**Balance Sheet**" has the meaning set forth in **Section 4.04**.

"**Balance Sheet Date**" has the meaning set forth in **Section 4.04**.

"**Benefit Plan**" means each benefit, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program and other arrangement (and any amendments thereto), whether or not reduced to writing, in effect and covering one or more Employees, former employees and the beneficiaries and dependents of any such Employee or former employee of the Business, and is maintained, sponsored, contributed to, or required to be contributed to by Seller, or under which Seller has or may have any liability for premiums or benefits.

"**Bill of Sale**" has the meaning set forth in **Section 3.02(a)(i)**.

"**Books and Records**" has the meaning set forth in **Section 2.01(j)**.

"**Business**" has the meaning set forth in the recitals.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Louisville, Kentucky are authorized or required by Law to be closed for business.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Closing Certificate**" has the meaning set forth in **Section 7.03(e)**.

"**Buyer Indemnitees**" has the meaning set forth in **Section 8.02**.

"**Casualty Notice**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Casualty Loss**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Casualty Termination Notice**" has the meaning set forth in **Section 6.17(a)(ii)**.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

"**Closing**" has the meaning set forth in **Section 3.01**.

"**Closing Date**" has the meaning set forth in **Section 3.01**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Condemnation Notice**" has the meaning set forth in **Section 6.17(c)(i)**.

"**Condemnation Termination Notice**" has the meaning set forth in **Section 6.17(c)(ii)**.

"**Condemnation Value**" has the meaning set forth in **Section 6.17(c)(iv)**.

"**Contracts**" means all legally binding contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other legally binding arrangements, whether written or oral, but excluding Permits.

"**Deductible**" has the meaning set forth in **Section 8.04(b)(ii)**.

"**Deed**" has the meaning set forth in **Section 3.02(a)(iv)**.

"**De Minimis Amount**" has the meaning set forth in **Section 8.04(b)(i)**.

"**De Minimis Claim**" has the meaning set forth in **Section 8.04(b)(i)**.

"**Direct Claim**" has the meaning set forth in **Section 8.07(c)**.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

"**Dollars or $**" means the lawful currency of the United States.

"**Employees**" means with respect to a Person, those individuals who are considered to be employees of that Person under applicable Law.

"**Encumbrance**" means any charge, claim, pledge, lien (statutory or other), condition set forth in recorded real estate documents, equitable interest, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal or similar restriction.

"**Environmental Attributes**" means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or

allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that are held by Seller or are allocated on behalf of the Plant by Seller or allocated to Seller for the ownership, lease, operation, use or maintenance of the Business or the Purchased Assets as of: (i) the date of this Agreement; and (ii) future years for which such allocations have been established and which are in effect as of the date of this Agreement.

"**Environmental Claim**" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) concerning pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"**Environmental Notice**" means any notice of violation or infraction, notice respecting any Environmental Claim, or notice of intent to file a citizens suit for an actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit under Environmental Law.

"**EPA**" means the Environmental Protection Agency.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**Estimated Prorated Amount**" has the meaning set forth in **Section 2.06(b)**.

"**Estimated Proration Adjustment Amount**" has the meaning set forth in **Section 2.06(b)**.

"**Estimated Restoration Cost**" has the meaning set forth in **Section 6.17(b)**.

"**Excluded Assets**" has the meaning set forth in **Section 2.02**.

"**Excluded Contracts**" has the meaning set forth in **Section 2.02(a)**.

"**Excluded Liabilities**" has the meaning set forth in **Section 2.04**.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Financial Statements**" has the meaning set forth in **Section 4.04**.

"**FIRPTA Certificate**" has the meaning set forth in **Section 7.02(m)**.

"**FPA 203**" means Section 203 of the Federal Power Act, as amended, 18 U.S.C. §824b.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, agreement, determination or award entered by or with any Governmental Authority.

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is designated as "hazardous", "acutely hazardous", "toxic", or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Indemnified Party**" has the meaning set forth in **Section 8.04(c)7**.

"**Indemnifying Party**" has the meaning set forth in **Section 8.04(c)7**.

"**Independent Accounting Firm**" has the meaning set forth in **Section 2.07**.

"**Insurance Policies**" has the meaning set forth in **Section 4.123**.

"**Intellectual Property**" means all intellectual property rights, however arising, whether pursuant to statutory or common Law, and whether or not registered, including: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) all copyrights, registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, designs, know-how, processes, and trade secrets, whether or not patentable; and (e) patents and pending patent applications, reissues, extensions, reexaminations and renewals of such patents and applications.

"**Intellectual Property Assets**" means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted, and includes all Intellectual Property Registrations and Intellectual Property Licenses.

"**Intellectual Property Assignments**" has the meaning set forth in **Section 3.02(a)(iii)**.

"**Intellectual Property Licenses**" means all licenses, sublicenses and other Contracts by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Interim Balance Sheet**" has the meaning set forth in **Section 4.04**.

"**Interim Balance Sheet Date**" has the meaning set forth in **Section 4.04**.

"**Interim Financial Statements**" has the meaning set forth in **Section 4.04**.

"**Inventory**" has the meaning set forth in **Section 2.01(a)**.

"**KPSC**" means the Kentucky Public Service Commission.

"**Knowledge of Seller or Seller's Knowledge**" means the actual knowledge of the individuals listed on Section 1.01(k) of the Disclosure Schedules, after due inquiry, which includes the review of the Purchase and Sale Agreement, dated as of August 9, 2009 (along with its corresponding schedules and exhibits) as the same relates to Seller with respect to the change

in control of Seller that occurred on November 30, 2009, and the inquiry as to Article IV hereof of Mark Yates.

"**Law**" means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Lease**" has the meaning set forth in the recital.

"**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, or (b) the ability of Seller to consummate the transactions contemplated hereby in accordance herewith; *provided, however*, that the following shall not be considered when determining whether a Material Adverse Effect has occurred: any change, event, effect or occurrence (or changes, events, effects or occurrences taken together) resulting from (a) any change generally affecting the international, national or regional electric generating, transmission or distribution industry; (b) any change generally affecting the international, national or regional wholesale or retail markets for electric power, including pricing; (c) any change generally affecting the international, national or regional wholesale or retail markets for the natural gas industry; (d) any change in markets for commodities or supplies, including electric power, natural gas or fuel and water, as applicable, used in connection with the Business; (e) any change in general regulatory or political conditions, including any engagements of hostilities, acts of war or terrorist activities or changes imposed by a Governmental Authority associated with additional security; (f) any change in the international, national or regional electric transmission or distribution systems or operations thereof; (g) any change in any Laws (including Environmental Laws) or industry standards; (h) any change in the financial condition or results of operation of the Business caused by the sale pursuant to this Agreement; (i) any change in the financial, banking, or securities markets (including any suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, American Stock Exchange, or Nasdaq Stock Market) or any change in the general national or regional economic or financial conditions; (j) any actions to be taken pursuant to or in accordance with this Agreement; (k) the announcement or pendency of the transactions contemplated hereby; (l) any change in the ability to further develop or expand the Business; (m) any changes to a regional

transmission operator or capacity markets; (n) any new power plant entrants and their effect on pricing or transmission.

"**Material Contracts**" has the meaning set forth in **Section 4.06(a)**.

"**Material Suppliers**" has the meaning set forth in **Section 6.13**.

"**MPPAA Plan**" means a multiemployer Plan, as described in Section 4001(a)(3) of ERISA.

"**Non-Reimbursable Damages**" has the meaning set forth in **Section 8.04(h)**.

"**Party**" has the meaning set forth in the recitals.

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates of authorization, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" has the meaning set forth in **Section 4.07(a)**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**PILOT Agreement**" has the meaning set forth in the recitals.

"**PILOT Payments**" has the meaning set forth in the recitals.

"**PILOT Program Termination**" has the meaning set forth in **Section 6.08(a)(ii)**.

"**Plant**" has the meaning set forth in the recitals.

"**Post-Closing Tax Period**" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"**Prepayments**" has the meaning set forth in **Section 2.01(h)**.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"**Prorated Amount**" has the meaning set forth in **Section 2.06(f)**.

"**Prorated Difference**" has the meaning set forth in **Section 2.06(b)**.

"**Prorated Items**" has the meaning set forth in **Section 2.06(a)**.

"**Proration Adjustment Amount**" has the meaning set forth in **Section 2.06(c)**.

"**Proration Calculation**" has the meaning set forth in **Section 2.06(c)**.

"**Purchase Date**" means November 30, 2009.

"**Purchase Price**" has the meaning set forth in **Section 2.05**.

"**Purchased Assets**" has the meaning set forth in **Section 2.01**.

"**Qualified Benefit Plan**" means each Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

"**Real Property**" has the meaning set forth in **Section 4.09(a)**.

"**Release**" means, with respect to Hazardous Materials, any actual release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture), that is punishable (by fines or otherwise) or requires remediation under applicable Environmental Laws.

"**Representative**" means, with respect to any Person and its Affiliates, any and all directors, officers, employees, limited and general partners, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Request Date**" has the meaning set forth in **Section 2.06(b)**.

"**Restoration Cost**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Restore**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Closing Certificate**" has the meaning set forth in **Section 7.02(i)**.

"**Seller Indemnitees**" has the meaning set forth in **Section 8.03**.

"**Seller Parent**" means Port River, LLC, a Delaware limited liability company.

"**Schedule Update**" has the meaning set forth in **Section 6.18**.

"**Tangible Personal Property**" has the meaning set forth in **Section 2.01(d)**.

"**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Third Party Claim**" has the meaning set forth in **Section 8.07(a)**.

"**Transaction Documents**" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, Deed,

Parent Guaranty and all other agreements, instruments and documents contemplated by this Agreement, including those that are required to be delivered at the Closing.

"**Unaudited Financial Statements**" has the meaning set forth in **Section 4.04**.

"**Unit**" has the meaning set forth in the recitals.

"**VASCC**" means the Virginia State Corporation Commission.

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all of the Purchased Assets owned or leased by Seller. For purposes of this Agreement, the term "**Purchased Assets**" means all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, and whether now existing or hereafter acquired (other than the Excluded Assets), which are used or held for use in connection with, the Business, including, without limitation, the following:

(a) all inventory, raw materials, supplies, parts and other inventories used or useful in the ownership, maintenance or operation of the Business and the Plant (except for those items listed on **Section 2.01(a)** of the Disclosure Schedules, "**Inventory**").

(b) all Contracts, including Intellectual Property Licenses, set forth on **Section 2.01(b)** of the Disclosure Schedules (the "**Assigned Contracts**");

(c) all Intellectual Property Assets (the "**Assigned Intellectual Property Assets**");

(d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the "**Tangible Personal Property**");

(e) all Real Property;

(f) the Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on **Section 4.15(b)** (*Compliance with Law; Permits*) and **Section 4.16(b)** (*Environmental Matters*) of the Disclosure Schedules;

(g) all rights to any Actions of any nature available to or being pursued by

Seller to the extent directly arising from the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, but only to the extent that such Actions are with respect to the title to, or to the preservation or restoration of, the Purchased Assets or the Assumed Liabilities following Closing;

(h) all prepaid expenses, credits, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, fees (including any such item relating to the payment of Taxes) and advance payments relating to the ownership of the Business and the Purchased Assets following Closing, but not including any such items attributable to the period prior to Closing or the Excluded Assets, as set forth on **Section 2.01(h)** of the Disclosure Schedules (the "**Prepayments**");

(i) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent such rights are with respect to maintaining title to or preserving or restoring the Purchased Assets following Closing;

(j) originals, or where not practicable, copies, of books and records of the Seller which are directly related to the Business, and which include the following: trial balances, general and subsidiary ledgers and other accounting records, machinery and equipment maintenance files, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including material correspondence with any Governmental Authority other than any such correspondence concerning the PILOT Project Termination, sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses, if any ("**Books and Records**"); and

(k) all of Seller's rights to any Environmental Attributes with respect to the Business or the Plant.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) Contracts, including Intellectual Property Licenses, that are not Assigned Contracts (the "**Excluded Contracts**");

(b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization and ownership of Seller;

(c) the assets, properties and rights specifically set forth on **Section 2.02(a)** of the Disclosure Schedules;

(d) the rights which accrue or will accrue to Seller under the Transaction Documents;

(e) except as provided in Section 6.17(a)(v), any insurance benefit or claim, including rights and proceeds, arising out of and relating to events or periods prior to the

Closing or which is not related to the Business;

(f) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent not explicitly included in the Purchased Assets pursuant to Section 2.01(i).

(g) except for Prepayments, any cash, cash equivalents, certificates of deposit, bank deposits, bank accounts, advance payments to the operator under the operations and maintenance agreement, commercial paper, securities, rights to payment, accounts receivable, rights to refunds, credits, offsets, in-kind or exchange arrangements, income, sales, payroll or other Tax receivables, and any similar rights arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing;

(h) to the extent not Purchased Assets as provided in Section 2.01(g), all claims, causes of action, rights of recovery, rights of set-off, rights to refunds and similar rights of any kind in favor of Seller or any other Person arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing, including any refund of Taxes paid prior to the Closing (including refunds of such Taxes received after the Closing) and described in **Section 2.02(i)** below, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(i) any refund, deposit, credit, payment, adjustment or reconciliation (i) related to real property Taxes, personal property Taxes or other Taxes attributable to any Pre-Closing Tax Period in respect of the Purchased Assets or relating to the Business, whether such refund, adjustment or reconciliation is received as a payment or as a credit against future Taxes payable, or (ii) arising under the Assigned Contracts, Permits or Environmental Permits and relating to any period or portion thereof before the Closing Date, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(j) (A) duplicate copies of all records transferred to Buyer pursuant to this Agreement, (B) all records prepared in connection with the sale of the Business (including bids received from third parties and analyses relating to the Business, or (C) any other records of Seller other than the Books and Records;

(k) any assets disposed of by Seller after the date of this Agreement to the extent such dispositions are consistent with Seller's obligations under this Agreement; and

(l) all of the issued and outstanding membership interests of Seller.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(a) all Liabilities in respect of the Assigned Contracts but only to the extent that (i) such Liabilities thereunder are required to be performed or relate to the

period after the Closing, and (ii) are not Liabilities arising out of any failure to perform, improper performance, warranty or other breach, default or violation by Seller prior to the Closing; and

(b) Taxes arising from Buyer's acquisition of Purchased Assets for which Buyer is responsible pursuant to Section 6.14 to the extent such Taxes are a Liability of Seller.

Section 2.04 Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. The Excluded Liabilities include, but are not limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to **Section 6.14**; or (iii) other Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law); *provided, however*, that Buyer shall be responsible for all sales Tax arising from Buyer's acquisition of the Purchased Assets pursuant to Section 6.14;

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation prior to the Closing;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller, or by reason of the breach of performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any claims or liabilities arising from Seller's failure to meet applicable standards related to the production and sale of electricity prior to Closing;

(g) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former Employee of Seller;

(h) any Liabilities of Seller for any present or former employees, agents or independent contractors of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, workers' compensation, severance, retention, termination or other payments;

(i) any trade accounts payable of Seller;

(j) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(k) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to Seller on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Buyer pursuant to this Agreement;

(l) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(m) any Liabilities under the Excluded Contracts or any other Contracts, including Intellectual Property Licenses, but not under any Assigned Contracts (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(n) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions incurred prior to the Closing Date and which are not assumed by Buyer; and

(o) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be $109,500,000, subject to adjustment pursuant to **Section 2.06** hereof (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid on the Closing Date by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer on the Closing Date.

Section 2.06 Purchase Price Adjustment. The Purchase Price shall be adjusted at the Closing as follows: (i) to provide for the proration between Buyer and Seller of any property Taxes, real or personal (but excluding any PILOT

Payments), on the Purchased Assets (and any other items listed on Section 2.06(a) of the Disclosure Schedules) each determined for the calendar year in which the Closing occurs on the basis of no discount, (ii) pursuant to **Section 6.17** (*Casualty and Condemnation*) and (iii) pursuant to **Section 6.04(c)** (*Notice of Certain Events; Removal of Excluded Assets*). Any payments, credits or debits made pursuant to this **Section 2.06** shall be treated as an adjustment to the Purchase Price by the parties for all purposes, unless otherwise required by Law. For avoidance of doubt, the parties agree that the responsibility for Transfer Taxes is set forth in Section 6.14 and are not subject to proration pursuant to this **Section 2.06**.

(a) Buyer and Seller agree that, except as otherwise set forth in this Agreement, with respect to the sale of the Purchased Assets, the items set forth in Section 2.06(i) and all of the items listed on **Section 2.06(a)** of the Disclosure Schedules (including any Prepayments with respect to such items) (collectively, the "**Prorated Items**") relating to the Business and the Purchased Assets shall be prorated as of the Closing in accordance with this **Section 2.06**.

(b) As of the date at least three Business Days prior to the Closing Date, Seller will deliver to Buyer a worksheet setting forth (i) Seller's good faith reasonable estimate of the Prorated Amount (as defined in **Section 2.06(f)**) for each Prorated Item (with respect to each Prorated Item, the "**Estimated Prorated Amount**"), as well as, in each case, a computation thereof, and (ii) an amount equal to the sum of the Estimated Prorated Amounts (the "**Estimated Proration Adjustment Amount**"). In the event that, with respect to any Prorated Item, actual figures are not available as of the time of the calculation of the Estimated Prorated Amount, the Estimated Prorated Amount for such Prorated Item shall be an estimate in good faith. If the Estimated Proration Adjustment Amount is a positive number, the Purchase Price payable at Closing will be increased by an amount equal to such Estimated Proration Adjustment Amount. If the Estimated Proration Adjustment Amount is a negative number, the Purchase Price payable at Closing will be decreased by an amount equal to the absolute value of such Estimated Adjustment Amount.

(c) On or prior to the date that is 60 days after the Closing Date (the "**Request Date**"), Buyer will deliver to Seller a worksheet ("**Proration Calculation**") setting forth in reasonable detail and explanation (i) the Prorated Amount for each Prorated Item using the actual available amounts (the "**Actual Prorated Amount**"), (ii) the absolute value of the difference between the Estimated Prorated Amount and the Actual Prorated Amount for each such Prorated Item (the "**Prorated Difference**"), and (iii) an amount equal to the sum of the **Prorated Differences** (the "**Proration Adjustment Amount**"). If the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Estimated Prorated Adjustment Amount (whether a positive or a negative number), Buyer shall pay an amount equal to the Proration Adjustment Amount to Seller within 10 days of the Request Date. If the Estimated Prorated Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative

number), Seller shall pay an amount equal to the Prorated Adjustment Amount to Buyer within 10 days of the Request Date.

(d) If within 60 days following delivery of the Proration Calculation Seller does not object in writing thereto to Buyer, then the Proration Adjustment Amount shall be as reflected on the Proration Calculation as delivered by Buyer. If within such 60 day period Seller delivers to Buyer a written objection to the computation of the Actual Prorated Amount for any Prorated Item to be determined under this **Section 2.06**, then Buyer and Seller shall negotiate in good faith and attempt to resolve such disagreement. Should such negotiations not result in an agreement within 20 days after delivery of such notice of disagreement, then the matter shall be submitted to the Independent Accounting Firm. The Independent Accounting Firm will deliver to Buyer and Seller a written determination of the Actual Prorated Amount and the Prorated Difference with respect to the disputed item (such determination to include a worksheet setting forth all material calculations used in arriving at such determination and to be based solely on information provided to the Independent Accounting Firm by Buyer and Seller) within 30 days of the submission of the dispute to the Independent Accounting Firm, which determination will be final, binding and conclusive on the parties. In resolving any disagreement, the Independent Accounting Firm may not assign any value to a disputed item greater than the greatest value claimed for such disputed item by any party or lesser than the lowest value claimed for such disputed item by any party. All fees and expenses relating to the work, if any, to be performed by the Independent Accounting Firm pursuant to this **Section 2.06** will be allocated between Seller and Buyer in inverse proportion as each shall prevail in respect of the dollar amount of disputed items so submitted (as finally determined by the Independent Accounting Firm).

(e) If, after the Closing, Seller or any of its Affiliates receives any payment with respect to the Purchased Assets relating to periods on or after the Closing Date, Seller shall pay to Buyer within three Business Days after such receipt an amount equal to the amount received with respect to periods on or after the Closing Date. If, after the Closing, Buyer or any of its Affiliates receives any payment with respect to the Business relating to periods before the Closing Date, Buyer shall pay to Seller within three Business Days after such receipt an amount equal to the amount received with respect to periods before the Closing Date.

(f) For purposes of this **Section 2.06**: "**Prorated Amount**" means, (i) with respect to any Prorated Item that is a Prepayment, the amount allocable to the period on or after the Closing Date that was paid by Seller prior to the Closing Date, and (ii) with respect to any other Prorated Item, the amount (expressed as a negative number) allocable to the period prior to the Closing Date, whether or not then due and payable, which was not paid by Seller prior to the Closing Date and which represents an Assumed Liability, excluding, for the avoidance of doubt, any amount paid by Seller after the Closing Date directly to the applicable third party.

Section 2.07 Allocation of Purchase Price. Seller and Buyer agree

that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax, regulatory and financial accounting) as shown on the allocation schedule (the "**Allocation Schedule**"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within ninety (90) days following the Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule, Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days following the Closing Date, such dispute shall be resolved by PricewaterhouseCoopers LLP (the "**Independent Accounting Firm**"). The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Purchase Price pursuant to **Section 2.06** (*Purchase Price Adjustment*) herein shall be allocated in a manner consistent with the Allocation Schedule.

Section 2.08 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer is required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller.

Section 2.09 Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller shall use commercially reasonable efforts to act after the Closing for a period of one year to obtain for Buyer the benefits thereunder and shall cooperate with Buyer during such period in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this **Section 2.09** to the contrary, Buyer shall not be deemed to have waived its rights under **Section 7.02(d)** hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE III
CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the

"**Closing**") shall take place at the offices of Frost Brown Todd LLC, 400 West Market Street, Suite 3200, Louisville, Kentucky 40202, at 10:00 AM Eastern Time, on the tenth Business Day after all of the conditions to Closing set forth in **Article VII** (*Conditions to Closing*) are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing occurs is herein referred to as the "**Closing Date**". The Closing shall be deemed effective as of 5:00 P.M. (Eastern Time) on the Closing Date.

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit A** hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit B** hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) assignments in the form of **Exhibit C** hereto (the "**Intellectual Property Assignments**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer, if any;

(iv) with respect to each parcel of Real Property, a deed in form and substance substantially in the form attached as **Exhibit D** (each, a "**Deed**") and duly executed and notarized by Seller;

(v) the Seller Closing Certificate;

(vi) the FIRPTA Certificate;

(vii) the certificates of the officer, Secretary or Assistant Secretary of Seller, as applicable, required by **Section 7.02(k)** (*Conditions to Obligations of Buyer*), **Section 7.02(l)** (*Conditions to Obligations of Buyer*) and **Section 7.02 (l)** (*Conditions to Obligations of Buyer*); and

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price, as adjusted in accordance with **Section 2.06** (*Purchase Price Adjustment*);

(ii) the Assignment and Assumption Agreement duly executed by Buyer;

(iii) the Intellectual Property Assignments duly executed by Buyer;

(iv) the Buyer Closing Certificate;

(v) the certificates of the Secretary or Assistant Secretary of Buyer required by **Section 7.03(f)** (*Conditions to Obligations of Seller*) and **Section 7.03(g)** (*Conditions to Obligations of Seller*); and

(vi) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer as set forth below.

Section 4.01 Organization and Qualification of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. **Section 4.01** of the Disclosure Schedules sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect. Seller is a wholly-owned subsidiary of Seller Parent and no other Person owns, or holds an option to purchase, any equity or capital interest in Seller.

Section 4.02 Authority of Seller. Seller has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid

and binding obligation of Seller enforceable against Seller in accordance with its terms. When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, by-laws, limited liability company agreement, or other organizational documents of Seller; (b) assuming all of the consents set forth on **Section 4.03(b)** of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with, or result in, a material violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) assuming all of the consents set forth in **Section 4.03(c)** of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under, conflict with, or result in, a material violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Material Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets other than Permitted Encumbrances. No consent, approval, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act or by FERC, (B) as are set forth on **Section 4.03(b)** of the Disclosure Schedules and (C) those which, if not obtained or given by Seller, would not reasonably be expected to result in a Material Adverse Effect.

Section 4.04 Financial Statements. Copies of Seller's unaudited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2010 and 2009 and the related statement of income for the periods then ended (the "**Unaudited Financial Statements**"), and Seller's unaudited financial statements consisting of the balance sheet of the Business as of June 30, 2011 and the related statement of income for the 6 month period then ended (the "**Interim Financial Statements**" and together with Unaudited Financial Statements, the "**Financial**

Statements") have been provided to Buyer. Except as set forth on **Schedule 4.04** of the Disclosure Schedules, the Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, to normal and recurring year-end adjustments (the effect of which will not be materially adverse), audit adjustments and the absence of footnotes. The Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2010 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of the Business as of June 30, 2011 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**". Seller maintains a standard system of accounting for the Business established and administered in accordance with GAAP.

Section 4.05 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount, (c) those disclosed on **Section 4.05** of the Disclosure Schedules, and (d) Excluded Liabilities.

Section 4.06 Material Contracts.

(a) **Section 4.06(a)** of the Disclosure Schedules sets forth a list as of the date of this Agreement of the following Contracts (x) by which any of the Purchased Assets are bound or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts listed on **Section 4.09(a)** of the Disclosure Schedules that meet the descriptions in this **Section 4.06** being collectively, the "**Material Contracts**"):

(i) Contracts for future receipt of assets or services other than Contracts with a nominal value of (or under which there has been paid in the last 12 months) less than $50,000 individually;

(ii) all interconnection Contracts;

(iii) all Contracts for the transportation of natural gas;

(iv) all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;

(v) all Contracts that provide for the material indemnification of any Person or the assumption of any Tax or environmental Liability of any Person by Seller;

(vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(vii) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;

(viii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 days' notice;

(ix) except for Contracts relating to trade receivables, all Contracts relating to indebtedness for borrowed money (including, without limitation, guarantees);

(x) all Contracts with any Governmental Authority;

(xi) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xii) all joint venture, partnership or similar Contracts;

(xiii) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(xiv) all powers of attorney with respect to the Business or any Purchased Asset;

(xv) all collective bargaining agreements or Contracts with any labor organization, union or association; and

(xvi) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this **Section 4.06**.

(b) Each Material Contract is valid and binding in all material respects on Seller in accordance with its terms and is in full force and effect in all material respects. None of Seller or, to Seller's Knowledge, any other party thereto is in material breach of or material default under (or is alleged to be in material breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or, to Seller's Knowledge, threatened under any Material Contract included in the Purchased Assets.

Section 4.07 Title to Purchased Assets. Subject to Permitted Encumbrances (as

defined below), Seller has good and valid title to all of the Purchased Assets that Seller currently owns and will have at the Closing good and valid title to all of the remaining Purchased Assets. All such Purchased Assets are, or will be at the Closing, free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(a) those items set forth in **Section 4.07** of the Disclosure Schedules;

(b) liens for Taxes not yet due or delinquent and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves reflected on the Balance Sheet;

(c) all matters that are disclosed (whether or not subsequently deleted or endorsed over) on any survey, in the title policies insuring the Purchased Assets or any commitments therefor, or in any title reports, to the extent such surveys, title policies, commitments or title reports are listed on and attached to **Section 4.09(a)(i)** of the Disclosure Schedules;

(d) imperfections or irregularities of title and other Liens and Encumbrances that would not, individually or in the aggregate, materially detract from the value of the affected property or materially impair the use of the affected property in the Business;

(e) the terms and conditions of (i) the Assigned Contracts and (ii) the Permits listed on **Section 4.15(b)** (*Compliance with Laws; Permits*) of the Disclosure Schedules; and

(f) easements, rights of way and other similar encumbrances affecting Real Property which would not, individually or in the aggregate, materially detract from the value of the affected property.

Section 4.08 Condition of Assets. To Seller's Knowledge, the Purchased Assets are adequate for the uses to which they are being currently put, and, except as set forth on Section 4.08 of the Disclosure Schedules, none of such Purchased Assets are in need of non-routine maintenance or repair, the failure to perform which would reasonably be expected to cause a Material Adverse Effect.

Section 4.09 Real Property

(a) **Section 4.09(a)** of the Disclosure Schedules sets forth a description of each parcel of real property used in or necessary for the conduct of the Business by Seller as currently conducted (all such parcels, together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "**Real Property**"). Seller has delivered to Buyer copies of (i) the deeds and other instruments (as recorded) for each parcel of Real Property and (ii) all title insurance policies, opinions, abstracts and surveys with respect

to such Real Property, that are in the possession of Seller. With respect to each parcel of Real Property:

(i) Seller has good and marketable fee simple title or good and marketable leasehold title, free and clear of all Encumbrances, and with respect to such properties to which Seller holds leasehold title, has the contractual right to acquire good and marketable fee simple title, free and clear of all Encumbrances, except for (A) Permitted Encumbrances; and (B) those Encumbrances set forth on **Section 4.09(a)(i)** of the Disclosure Schedules.

(ii) except for Permitted Encumbrances and items set forth on **Section 4.09(a)(ii)** of the Disclosure Schedules, Seller has not leased (as lessor) or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof;

(iii) Seller has not granted, and to Seller's Knowledge, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein, other than pursuant to the Lease or as set forth on **Section 4.09(a)(iii)** of the Disclosure Schedules;

(iv) Seller has delivered to Buyer a true and complete copy of each lease respecting any parcel of Real Property, and each such lease as with respect to Seller is valid, binding, enforceable and in full force and effect, and Seller is not in material breach or default under such lease, and Seller has paid all rent due and payable under such lease.

(b) The Real Property is sufficient for the conduct of the Business as presently conducted and constitutes all of the real property necessary to conduct the Business as currently conducted.

Section 4.10 Intellectual Property.

(a) **Section 4.10(a)** of the Disclosure Schedules lists all Intellectual Property Assets, whether or not registered, which are material to the operation of the Business and owned, licensed or otherwise used by Seller, including Seller's formal name and all derivations thereof. All required filings and fees related to material Intellectual Property Assets have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Assets are otherwise in good standing, except where the failure to be in good standing would not reasonably be expected to materially impair the value of the applicable Intellectual Property Asset. Seller has provided Buyer with true and complete copies of all file histories, documents, certificates, office actions, correspondence, licenses and other agreements, instruments and materials in its possession related to Intellectual Property Assets. All material Intellectual Property Licenses are valid, binding and enforceable between Seller and the other parties thereto, and Seller is in material compliance with the terms and conditions of such Intellectual Property Licenses. The Intellectual Property Assets currently owned, licensed or used by

Seller, and the conduct of the Business as currently conducted by Seller have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any Person. Seller has not received any communication, and no Action has been settled or, to Seller's Knowledge, instituted or threatened that alleges any such infringement, violation or misappropriation, and, to Seller's Knowledge, none of the Intellectual Property Assets are subject to any outstanding Governmental Order. Seller has not granted, licensed, or authorized to any Person any right or authority with respect to any Intellectual Property Asset. To Seller's Knowledge, no Person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any Intellectual Property Assets.

(b) Except as set forth in **Section 4.10(b)** of the Disclosure Schedules, Seller owns, exclusively or jointly with other Persons, all right, title and interest in and to the Intellectual Property Assets, free and clear of Encumbrances. Seller is in material compliance with all legal requirements applicable to the Intellectual Property Assets and Seller's ownership and use thereof.

Section 4.11 Inventory. All Inventory is owned by Seller free and clear of all Encumbrances other than Permitted Encumbrances, and no Inventory is held on a consignment basis. All Inventory as of the date of this Agreement is listed in **Section 4.11** of the Disclosure Schedules.

Section 4.12 Intentionally Omitted.

Section 4.13 Insurance. Seller has provided to Buyer (a) a true and complete list of all insurance policies that are maintained by Seller or its Affiliates for and are material to the Business or the Purchased Assets (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since the Purchase Date. Except as set forth on **Section 4.12(b)** of the Disclosure Schedules, to Seller's Knowledge there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are not generally known to be financially insolvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy.

Section 4.14 Legal Proceedings; Governmental Orders.

(a) Except as set forth in **Section 4.14(a)** of the Disclosure Schedules, there

are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (i) affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, as of the date hereof, no specific event has occurred or specific circumstances exist that would reasonably be expected to give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in **Section 4.14(b)** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Business. Seller is in material compliance with the terms of each Governmental Order set forth in **Section 4.14(b)** of the Disclosure Schedules. To Seller's Knowledge, no specific event has occurred or specific circumstance exists that reasonably is expected to constitute or result in (with or without notice or lapse of time) a violation of any such material Governmental Order as set forth in Section 4.14(b) of the Disclosure Schedules.

Section 4.15 Compliance With Laws; Permits.

(a) Except as set forth in **Section 4.15(a)** of the Disclosure Schedules, Seller is in material compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets as currently owned and used have been obtained by Seller and are valid and in full force and effect. All material fees and charges with respect to such Permits as of the date hereof have been paid in full. **Section 4.15(b)** of the Disclosure Schedules lists all current Permits issued to Seller which are material to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Section 4.15(b)** of the Disclosure Schedules.

Section 4.16 Environmental Matters.

(a) Except as set forth on in **Section 4.16(b)(i)** of the Disclosure Schedules, the operations of Seller with respect to the Business and the Purchased Assets are currently and have been since the Purchase Date, in material compliance with all Environmental Laws. Except as set forth on in **Section 4.16(b)(ii)** of the Disclosure Schedules, since the Purchase Date, Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim or (ii) written request for information pursuant to Environmental Law, which, in each case, is in respect of a violation or a reasonably probable violation of Environmental Law and remains pending or unresolved.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in **Section 4.16(b)(i)** of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. Except as set forth on **Section 4.16(b)(ii)** of the Disclosure Schedules, all such Environmental Permits are in full force and effect in all material respects. To Seller's Knowledge, no specific condition, event or circumstance has occurred with respect to such Environmental Permits that might reasonably be expected to materially prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets as currently conducted. Seller has not, since the Purchase Date, received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Since the Purchase Date, there has been no Release of Hazardous Materials in material violation of Environmental Law with respect to the Business or the Purchased Assets in connection with the Business, and Seller has not received an Environmental Notice that any of the Business or the Purchased Assets in connection with the Business (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which would reasonably be expected to result in a material Environmental Claim against, or a material violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) **Section 4.16(e)** of the Disclosure Schedules contains a complete and accurate list, to Seller's Knowledge, of all active or abandoned aboveground or underground storage tanks owned or operated by Seller since the Purchase Date in connection with the Business or the Purchased Assets.

(f) **Section 4.16(e)** of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials storage or disposal facilities or locations used by Seller since the Purchase Date in connection with the Business or the Purchased Assets, and to Seller's Knowledge, none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA or any similar state list, and Seller has not received any Environmental Notice regarding material liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller since the Purchase Date.

(g) Since the Purchase Date, Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business

or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller with respect to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(i) Seller owns and controls all Environmental Attributes set forth in **Section 4.16(g)** of the Disclosure Schedules and has not entered into any Contract to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any such Environmental Attributes as of the date hereof.

Section 4.17 Employee Benefit and Employment Matters. Since the Purchase Date, Seller has not (a) had any Employees; (b) sponsored any Benefit Plans; (c) sponsored any Qualified Benefit Plans; (d) sponsored any MPPAA Plans; (e) been a party to any employment, collective bargaining or any other type of employee agreement with any employee of Seller; or (f) committed or been subject to any violations, claims, liabilities, inquiries or Governmental Authority investigations under any applicable employment or labor Laws, including without limitation the WARN Act.

Section 4.18 Intentionally Omitted.

Section 4.19 Taxes. Except as set forth in **Section 4.19** of the Disclosure Schedules:

(a) All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller since the Purchase Date.

(d) All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. There are no pending or, to Seller's Knowledge, threatened Actions by any taxing authority against Seller.

(f) To Seller's Knowledge, there are no Encumbrances (other than Permitted Encumbrances) for Taxes upon any of the Purchased Assets nor, to Seller's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) the entity that is treated as the owner of Seller's assets for federal income tax purposes, is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 4.20 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date until the date hereof, and other than in the ordinary course of business consistent with past practice, there has not been any:

(a) events, occurrences or developments that have had, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in policies, practices and procedures with respect to inventory control;

(d) entry into any Contract that would constitute a Material Contract other than with respect to the PILOT Program Termination;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(f) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet other than the Excluded Assets;

(g) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(h) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses;

(i) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(j) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(k) material capital expenditures which would constitute an Assumed Liability;

(l) imposition of any Encumbrance upon any of the Purchased Assets;

(m) grant of any bonuses, whether monetary or otherwise, or any general wage or salary increases in respect of any Employees, other than as provided for in any written agreements or consistent with past practice, or change in the terms of employment for any Employee;

(n) hiring of any Employees or entry into a collective bargaining agreement covering any Employee;

(o) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(p) lease of any property or assets in connection with the Business;

(q) adoption, amendment, modification or termination of any bonus, profit sharing, incentive, severance, or other plan, Contract or commitment for the benefit of any Employees (or any such action taken with respect to any other Benefit Plan); or

(r) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 4.21 Brokers. Except as set forth in **Section 4.21** of the Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as set forth below.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Kentucky. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction where the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and all other Transaction Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of

Buyer enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; (b) assuming all of the consents set forth on **Section 5.03(b)** of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with or result in a material violation or breach of any provision of any Law or Governmental Order applicable to Buyer or any of its Assets; or (c) assuming all of the consents set forth on **Section 5.03(c)** of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, of or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act or by FERC, (B) as are set forth on **Section 5.03(b)** of the Disclosure Schedules and (C) those which, if not obtained or given by Buyer, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Sufficiency of Funds. Buyer has and will have at the Closing, access to sufficient cash or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Buyer knows of no circumstances or condition that could reasonably be expected to prevent the availability at Closing of such cash.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement, except to the extent that any such Actions would not reasonably be

expected to have a Material Adverse Effect.

Section 5.07 Compliance with Laws and Orders. Except as set forth on **Section 5.07** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting Buyer or its Assets that would reasonably be expected to have a Material Adverse Effect.

ARTICLE VI
COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. Subject to this **Section 6.01** and **Section 6.07** (*Interim Operation of the Units*), from the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall (a) conduct the Business in the ordinary course of business consistent with past practice and its obligations under **Section 6.07** (*Interim Operation of the Units*); (b) use commercially reasonable efforts to maintain and preserve in all material respects consistent with its obligations under **Section 6.07** (*Interim Operation of the Units*) the Purchased Assets and its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its, suppliers, regulators and others having relationships with the Business; (c) continue (and, as applicable, renew) without material modification all Insurance Policies, except as undertaken by Seller in connection with the Closing and as required by applicable Law; (d) utilize the Inventory solely in connection with the operation of the Plant and replenish the Inventory in the ordinary course of business consistent with past practice and its obligations under **Section 6.07** (*Interim Operation of the Units*); (e) preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets; (f) pay the debts, Taxes and other obligations of the Business when due (subject to good faith disputes); (g) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation; (h) perform all of its obligations under all Assigned Contracts; (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and (j) perform all of its obligations under all Assigned Contracts and not amend or grant a waiver under the Assigned Contracts. Each of Buyer and Seller understands and agrees that the agreement set forth in **Section 6.07** (*Interim Operation of the Units*) is not an ordinary course of business arrangement for Seller and that, in order to comply with the provisions of **Section 6.07** (*Interim Operation of the Units*), Seller's ordinary course of business from the date hereof through the date of Closing is therefore subject to deviation from Seller's ordinary course of business prior to the date hereof to the extent required by **Section 6.07**.

Section 6.02 Access to Information. From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives reasonable and non-

invasive access to inspect all of the Purchased Assets, Books and Records and Assigned Contracts of the Business; (b) furnish Buyer and its Representatives with access to the Books and Records as Buyer or any of its Representatives may reasonably request; (c) instruct the Representatives of Seller to cooperate with Buyer with the foregoing; and (d) provide Buyer with advance notice of any major or non-routine maintenance or major service to be performed on the Purchased Assets and permit Buyer and a reasonable number of its Representatives to attend and witness such maintenance or service; provided, however that Seller shall have the right to have a Representative present and impose reasonable restrictions and requirements for safety purposes. Any access pursuant to this **Section 6.01** shall be scheduled with Seller a reasonable time period in advance of such access (considering the matter to be reviewed or witnessed by Buyer), shall be conducted during normal business hours, shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller, shall be in compliance with applicable Laws and any Contracts or Permits to which Seller or any of its Affiliates is a party and shall be non-invasive in nature. No investigation by Buyer or other information received by Buyer shall operate as a waiver of any express representation, warranty or agreement given or made by Seller under Article IV in this Agreement. Buyer agrees to indemnify and hold harmless Seller for any and all Liability to the extent arising out of Buyer's or its Representatives' negligence relating to the access rights under this **Section 6.02**, including any claims by any of Buyer's Representatives for any injuries or property damage while present on the Real Property.

Section 6.03 No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, or continue inquiries regarding an Acquisition Proposal; (ii) initiate or continue (except in the case of Buyer) discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, directly or indirectly, all existing discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" means any proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any substantial portion of the Business or the Purchased Assets.

(b) Seller agrees that the rights and remedies for noncompliance with this **Section 6.03** shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Buyer and that money damages may not provide an adequate remedy to Buyer therefor.

Section 6.04 Notice of Certain Events; Removal of Excluded Assets.

(a) From the date hereof until the Closing, Seller shall provide to Buyer monthly operating reports consistent with those currently prepared by Seller. From the date hereof until the Closing, each Party shall promptly notify the other Party in writing of:

(i) any fact, circumstance, or event, the existence or occurrence of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller in **Article IV** or by Buyer in **Article V** hereunder not being true and correct or which has resulted in a breach of any representation, warranty or covenant set forth in this Agreement or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in **Section 7.02** or **Section 7.03**, as applicable, to be satisfied;

(ii) material mechanical break-down or other operational or mechanical malfunction or damage that to Seller's Knowledge or to Buyer's knowledge, as applicable, occurs with respect to a Purchased Asset, including the Units, prior to the Closing;

(iii) any written notice or other communication from any Person received by Seller or Buyer, as applicable, alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement

(iv) any written notice or other communication from any Governmental Authority that relates to any of the conditions set forth in **Section 7.02** or **Section 7.03**, as applicable, or otherwise calls into question the consummation of the transactions contemplated by this Agreement; and

(v) any Actions commenced or, to Seller's Knowledge, or to Buyer's knowledge, as applicable, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to **Section 4.14** (*Legal Proceedings; Governmental Orders*).

(b) Neither Buyer's receipt of information pursuant to this Section 6.04 nor its failure to act thereon shall (i) operate as a waiver of any representation, warranty or agreement given or made by Seller in this Agreement (including **Section 8.02** and **Section 9.01(b)**) or (ii) be deemed to amend or supplement the Disclosure Schedules.

(c) On or before the Closing, Seller shall remove all Excluded Assets from the Plant and the Real Property to be occupied by Buyer. Such obligation for removal shall be done in such manner as to avoid damage to the Purchased Assets and the Plant and any disruption of the business operations to be conducted by Buyer after the Closing. Any damage to the Purchased Assets resulting from such removal shall be treated by Buyer as an adjustment (deduction) to the Purchase Price and addressed in accordance with the procedures set forth in **Section 2.06**(*Purchase Price Adjustment*). If the cost to

repair such damage is not known at the Closing, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith) of the cost reasonably determined by Buyer. Promptly after the damage has been repaired and the cost is known, Buyer will pay to Seller any amount by which the estimate exceeds the cost and Seller will pay to Buyer any amount by which the cost exceeds the estimate. Buyer will provide Seller all invoices or other documentation necessary to establish the amount of the cost.

Section 6.05 Employees and Employee Benefits. From and after the date hereof, Seller shall not hire any Employee or adopt or agree to the adoption of any Benefit Plan, and Buyer shall have no obligation for any compensation or other amounts payable to, or to hire, contract or retain, any Employee, independent contractor, agent or consultant of Seller or the Business.

Section 6.06 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use their commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that such party can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel is legally required to be disclosed, *provided that* Seller shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.07 Interim Operation of the Units.

(a) From the date hereof until the Closing, if Seller operates any of the Units, then Buyer shall have the inspection right described in **Section 6.07(b)** below with respect to the Unit or Units so operated; *provided, however*, that Buyer shall have no right to inspect any Unit with respect to any operation of such Unit if the operation was primarily for one or more of the following purposes:

(i) Seller is requested to run one or more of the Units at the direction of the regional transmission operator, in its capacity as such, or by a Governmental Authority;

(ii) to perform repairs or preventative maintenance procedures on a

Unit;

(iii) at the call of Buyer or any of its Affiliates to produce, transmit or otherwise sell electricity, but only if agreed to by Seller upon mutually acceptable terms and conditions to be arranged at such time; or

(iv) to comply with applicable Laws and Permits.

(b) The inspection right under this Section 6.07 shall: (i) be permitted one time prior to Closing with respect to each Unit so operated; and (ii) include the right to request the inspection of the equipment, the right to request borescope inspections, the right to request Seller to perform non-destructive electrical and chemical tests on the equipment, and the right to make such other inspections and request Seller perform such other non-destructive tests as Buyer reasonably determines are necessary to determine the status of the equipment. Upon any request of Seller pursuant to the preceding sentence, Seller shall promptly cause to be performed the inspections and tests so requested and shall provide to Buyer all reports and information resulting from such inspections and tests. Any inspections performed under this Section 6.07 shall be performed solely through the use of Persons well experienced in performing such work and reasonably acceptable to Seller. Any repairs or corrections to the Units that such inspection indicates are necessary or appropriate to perform shall be treated as a Casualty Loss under Section 6.17 of this Agreement. Buyer shall be responsible for the cost of any such inspections and any damage to the Units caused by such an inspection. Buyer and Seller will use commercially reasonable efforts to cause the inspection to be completed as close to the Closing as practicable and in all cases prior to the Closing. If Seller operates a Unit after such an inspection, Buyer shall have another right to inspect such Unit prior to the Closing under the terms of this Section 6.07 (including the terms related to repairs or corrections).

Section 6.08 Governmental Approvals and Consents

(a) (i) Except with respect to the PILOT Program Termination, which is set forth below in **Section 6.08(a)(ii)**, each party hereto shall proceed diligently and in good faith to make, or cause to be made, all filings and submissions listed on **Sections 4.03(b) and 5.03(b)** of the Disclosure Schedules and to make all required filings to be made by it with and to give all required notices to Governmental Authorities that are necessary for such party's (A) execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents and (B) the transfer of all Permits listed on **Section 4.15(b)** of the Disclosure Schedules and Environmental Permits listed on **Section 4.16(b)** of the Disclosure Schedules. Each party shall reasonably cooperate with the other party and its Affiliates in promptly seeking to make all such required filings and submissions. In furtherance of the foregoing covenants, Buyer and Seller shall submit, in no event later than 60 days (subject to extension by mutual agreement) after the execution hereof, application(s) for HSR Act approval. With respect to HSR Act filings, Buyer and Seller shall request expedited

treatment, shall promptly furnish each other with copies of any notices, correspondence or other written communication from the relevant Governmental Authority, shall promptly make any appropriate or necessary subsequent or supplemental filings and shall cooperate in the preparation of such filings as is reasonably necessary and appropriate.

(ii) Seller will use commercially reasonable efforts to terminate the PILOT Agreement and the Lease and to obtain a release (reasonably satisfactory to Seller and Buyer) from any further liability (to the Seller, the Buyer, or that would attach to and run with the land) under the PILOT Agreement and the Lease (the "**PILOT Program Termination**")).

(b) Except with respect to the PILOT Program Termination, described in Section **6.08(a)(ii)** above, Seller shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Section 4.03(b)** and **4.03(c)** of the Disclosure Schedules. Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Section 4.03** of the Disclosure Schedules. For the avoidance of doubt, neither Buyer nor Seller shall be obligated to pay, reimburse or provide or cause any of its Affiliates to pay, reimburse or provide any compensation or consideration to obtain the written consent of any counterparty to the assignment of any Assigned Contract.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use commercially reasonable efforts as follows:

(i) Buyer shall (A) make all required filings with the KPSC within 30 days of the signing of this Agreement and (B) make all required filings with the VASCC, and in each case, shall seek to obtain the timely approval of the transaction by the KPSC and the VASCC (but in any event, the filing with the KPSC shall request approval of the transactions contemplated by this Agreement no later than April 30, 2012). Buyer shall promptly furnish Seller with copies of any notices, correspondence or other written communications from KPSC and VASCC and the status of KPSC and VASCC approvals.

(ii) Buyer shall make all required filings with FERC, including FPA 203 filings, within 60 days of the signing of this Agreement, and shall request expedited treatment of such filings and promptly make any appropriate or necessary subsequent or supplemental filings.

(iii) each party shall use commercially reasonable efforts to obtain all consents, authorizations, orders and approvals as described in this **Section 6.08** in sufficient time to allow a Closing by or before April 30, 2012, including, without limitation, Buyer making its required filings with the VASCC at least 90 days prior to April 30, 2012;

(iv) each party shall respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions

contemplated by this Agreement or any other Transaction Document; and

(v) each party shall use commercially reasonable efforts to prevent the imposition of any Governmental Order or the taking of any action by any Governmental Authority that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document.

(d) Except with respect to the PILOT Program Termination, promptly after either Party makes any written submission to a Governmental Authority in connection with this Section 6.08, that Party shall provide a copy of such submission to the other Party; provided, that such copy may have redacted from it such information for which the submitting Party has made a credible claim to the Governmental Authority of exemption from any applicable open records, freedom of information, or similar Law. Each party shall give the other advance written notice of any public hearing or similar proceeding with any Governmental Authority or regulators of any Governmental Authority, with such notice being sufficient to provide the other with the opportunity to attend such hearing. With respect to the PILOT Program Termination, Seller shall keep Buyer reasonably and promptly apprised of the status of the negotiations regarding the PILOT Program Termination.

(e) Notwithstanding the foregoing, except with respect to the PILOT Program Termination, nothing in this **Section 6.08** shall require, or be construed to require, Buyer or Seller or any of their Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or Seller or any of their Affiliates (other than pursuant to this Agreement); (ii) waive their respective conditions set forth in **Article VII** (*Conditions to Closing*); or (iii) any modification or waiver of the terms and conditions of this Agreement.

Section 6.09 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of 7 years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of 7 years following the Closing, Seller shall:

(i) retain any Books and Records that do not constitute Purchased

Assets; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such Books and Records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any Books and Records pursuant to this **Section 6.09** where such access would violate any Law.

Section 6.10 Closing Conditions From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in **Article VII** (*Conditions to Closing*) hereof before April 30, 2012.

Section 6.11 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of its counsel), neither party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.12 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.13 Seller shall reasonably cooperate with Buyer to provide Buyer with information of the Business, including providing information regarding each supplier to whom Seller has paid consideration for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "**Material Suppliers**").

Section 6.14 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due; *provided, however*, that Buyer shall be responsible for and pay the Kentucky Sales Tax due in connection with the consummation of the transactions contemplated by this Agreement as follows:

(a) Buyer has determined that certain items of equipment comprising the Purchased Assets will be exempt from Kentucky sales Tax. Buyer shall be responsible for notifying Seller in a timely manner as to the items of equipment which are exempt from Kentucky Sales Tax and, Buyer will promptly provide Seller with a validly executed tax exemption certificate at least 5 days prior to Closing. With regard to Purchased Assets upon which Kentucky Sales Tax is due, if any, Buyer shall provide the Seller a direct pay certificate, and no Kentucky sales Tax shall be collected by Seller from Buyer.

Section 6.15 Tax Matters. If any taxing authority asserts that Buyer is liable for any Tax that is the responsibility of the Seller pursuant this Agreement, Seller shall pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied. If any taxing authority asserts that Seller is liable for any Tax that is the responsibility of the Buyer pursuant to this Agreement, Buyer shall pay any and all such amounts and shall provide evidence to the Seller that such liabilities have been paid in full or otherwise satisfied.

Section 6.16 Further Assurances; Change of Name. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Within 10 days after the Closing Date, Seller shall amend its organizational documents and take all other actions necessary to change its name to one sufficiently dissimilar to Seller's present name to avoid confusion.

Section 6.17 Casualty and Condemnation.

(a) Casualty.

(i) If any Purchased Asset is actually damaged or destroyed by casualty loss after the date hereof and prior to the Closing (a "**Casualty Loss**"), Seller shall provide Buyer prompt written notice of such Casualty Loss and the details thereof (a "**Casualty Notice**"). If the cost (the "**Restoration Cost**") to restore such damaged or destroyed Purchased Asset to a condition reasonably comparable to its condition prior to such Casualty Loss ("**Restore**") is greater than $100,000 but does not exceed 35% of the Purchase Price, Seller shall within 30 days after the date of such Casualty Loss (but in any event prior to the Closing) elect to either Restore such damaged or destroyed Purchased Asset or reduce the amount of the Purchase Price by the Restoration Cost, by notice to Buyer, and such Casualty Loss shall not affect the Closing. If Seller does not make any such election within the periods required in the previous sentence, Buyer may elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Restoration Cost by written notice to Seller.

(ii) If the Restoration Cost is in excess of 35% of the Purchase

Price, Buyer may, by written notice to Seller within 30 days (a "**Casualty Termination Notice**") after Buyer receives the Casualty Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence within such 30 day period, then Seller shall, by written notice to Buyer within 30 days after the Casualty Loss, elect to (a) Restore such damaged or destroyed Purchased Asset, (b) reduce the Purchase Price by the Restoration Cost, or (c) terminate this Agreement. If Seller does not make any such election within such 30-day period, Buyer may, by written notice to Seller, elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Restoration Cost.

(iii) If the Restoration Cost is $100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement and (y) there shall be no reduction in the amount of the Purchase Price.

(iv) To the extent Seller elects to reduce the amount of the Purchase Price by the Restoration Cost pursuant to this Section 6.17(a), Buyer will, at Seller's election, (i) use commercially reasonable efforts to assign to Seller any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under insurance policies covering Seller or its properties or assets, or (ii) at Seller's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Seller's behalf for the benefit of Seller.

(v) If, after the date hereof, (i) damage to the Purchased Assets that does not constitute a Casualty Loss is discovered (e.g., damage that occurred prior to the date hereof), (ii) such damage is not restored prior to the Closing, and (iii) such damage is or may be insured against under one or more insurance policies covering Seller or its properties or assets, Seller will, at Buyer's election, (y) use commercially reasonable efforts to assign to Buyer any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under such insurance policies, or (z) at Buyer's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Buyer's behalf for the benefit of Buyer.

(b) Post-Closing Adjustment for Casualty Loss. If, pursuant to this Section 6.17, the Purchase Price is to be reduced by the Restoration Cost, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith and promptly after the election is made to reduce the Purchase Price) of the Restoration Cost (the "**Estimated Restoration Cost**"). Promptly after the Purchased Assets have been Restored and the Restoration Cost is known, Buyer will pay to Seller any amount by which the Estimated Restoration Cost exceeds the Restoration Cost and Seller will pay to Buyer any amount by which the Restoration Cost exceeds the Estimated Restoration Cost. Buyer or Seller, as appropriate, will provide to the other party all invoices or other documentation necessary to establish the amount of the Restoration Cost.

(c) Condemnation.

(i) If any Purchased Asset is taken by condemnation after the date hereof and prior to the Closing, Seller shall provide Buyer prompt written notice of such condemnation and the details thereof (a "**Condemnation Notice**"). If the Purchased Assets condemned have a Condemnation Value (as defined below) which is greater than $100,000 but which does not exceed 35% of the Purchase Price, the Purchase Price shall be reduced by such Condemnation Value and such condemnation shall not affect the Closing.

(ii) If the Condemnation Value is in excess of 35% of the Purchase Price, Buyer may, by written notice to Seller within 30 days (a "**Condemnation Termination Notice**") after Buyer receives the Condemnation Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence, Seller shall, by written notice to Buyer within 30 days after the Condemnation elect, by written notice to Buyer (but in any event at least 10 days prior to the Closing Date) to either, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement. If Seller does not make any such election within such 30 day period, Buyer may elect to, by written notice to Seller, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement.

(iii) If the Condemnation Value is $100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement, (y) there shall be no reduction in the amount of the Purchase Price and (c) any such award shall remain with the Business.

(iv) As used in this **Section 6.17**, "**Condemnation Value**" means, with respect to any Asset, the condemnation award proceeds actually received for any Asset of the Business that is taken by condemnation after the date hereof and prior to the Closing. If the Condemnation Value is not known at the Closing and it has been elected to reduce the Purchase Price in connection with a condemnation, for purposes of Closing, the amount of Purchase Price shall be as stated herein and the reduction in Purchase Price will be effected by the assignment from the Seller to the Buyer of all rights to the Condemnation Value (including all legal rights to contest the amount of the Condemnation Value and to collect the condemnation award).

Section 6.18 Schedule Update. From time to time prior to the Closing Date, Seller may at its option supplement or amend and deliver updates to the Schedules (each a "**Schedule Update**") that are necessary to complete or correct any information in such Schedules or in any representation or warranty of Seller that has been rendered inaccurate since the date of this Agreement because of events or circumstances occurring after the date of this Agreement (and such Schedule Update shall be clearly identified as a Schedule Update delivered pursuant to Section 6.19 of this Agreement). If (a) the economic impact of such Schedule Update is immediately determinable, (b) Buyer has

the right to terminate the Agreement pursuant to Section 9.01(b)(i) and does not exercise such right as a result of such Schedule Update within 60 days of such Schedule Update and (c) the Schedule Update pursuant to this Section 6.19 relates to events occurring or conditions arising after the date of this Agreement, then such Schedule Update shall be deemed to have amended the appropriate Schedule or Schedules solely for purposes of Section 7.02(a) of this Agreement. If Seller provides more than one Schedule Update, then all Schedule Updates shall be deemed dated as of, and delivered, on the date of delivery of the last Schedule Update, and all such previous Schedule Updates shall be deemed for all purposes under this Section 6.19 not to have been delivered prior to date of delivery of the last Schedule Update.

Section 6.19 Title Policy. At or prior to Closing, Seller shall act in good faith to execute such certificates or affidavits as may be reasonably required by Buyer's title insurance company (and in such form reasonably acceptable to Seller) in issuing a title policy.

Section 6.20 Obligations. Buyer hereby agrees to comply with the obligations set forth on **Section 6.20** of the Disclosure Schedules until the tenth anniversary of the Closing Date.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The filings of Buyer and Seller listed on **Section 7.01(a)** of the Disclosure Schedules have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(c) Seller and Buyer shall have received all final, non-appealable consents, authorizations, orders and approvals from Governmental Authorities set forth on **Sections 4.03(b)** (to the extent marked with an asterisk) **and 5.03(b)** of the Disclosure Schedules, in form and substance reasonably satisfactory to Buyer and Seller, necessary for (i) the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (ii) the transfer of all Permits set forth on **Section 4.15(b)** of the Disclosure Schedules and Environmental Permits set forth on **Section 4.16(b)** of the Disclosure Schedules, and (iii) the transfer of all permits and licenses required to

operate the Business and use the Purchased Assets after the Closing in substantially the same manner as Seller has done prior to the Closing to the extent different from **Section 7.01(c)(ii)**.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in **Section 4.01**, **Section 4.02** and **Section 4.21**, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in **Section 4.01**, **Section 4.02**, and **Section 4.21** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) Seller shall have completed the PILOT Program Termination.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(a)** (*Closing Deliverables*).

(g) Buyer shall have received all Permits set forth on **Section 4.15(b)** of

the Disclosure Schedules and all Environmental Permits set forth on **Section 4.16(b)** of the Disclosure Schedules.

(h) Buyer shall, at its sole cost, have received an owner's title insurance policy reasonably acceptable to Buyer with respect to each parcel of Real Property, issued by a nationally recognized title insurance company, written as of the Closing Date, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form, as Buyer shall reasonably require. Such title insurance policy shall insure fee simple title to each parcel of Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Buyer shall, at its sole cost, have received an appropriately certified ALTA/ACSM Land Title Survey showing no Encumbrances other than the Permitted Encumbrances, and otherwise in form and substance reasonably satisfactory to Buyer, for each parcel of Real Property. Notwithstanding the foregoing, to the extent Buyer receives (i) a title insurance policy in the form and from a similar-quality title insurance company set forth in **Schedule XX** in an amount up to the Purchase Price and (ii) a certified ALTA/ACSM Land Title Survey in the form as set forth on **Schedule YY** taking into account the changes relating to the PILOT Program Termination, the condition in this Section 7.02(h) shall be deemed satisfied.

(i) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in a form reasonably satisfactory to Buyer, of the release of such Encumbrances.

(j) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in **Section 7.02(a)** (*Conditions to Obligations of Buyer*) and **Section 7.02(b)** (*Conditions to Obligations of Buyer*) have been satisfied (the "**Seller Closing Certificate**").

(k) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(l) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(m) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) under the Foreign Investment in Real Property Tax Act of 1980 (the "**FIRPTA Certificate**") that the entity that is treated as the owner of Seller's assets is not a foreign person within the meaning of Section 1445 of the Code, duly executed by

Seller.

(n) Buyer shall have received an opinion of counsel to Seller and Seller Parent in the form of **Exhibit E** hereto.

(o) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in **Section 5.01**, **Section 5.02** and **Section 5.04**, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in **Section 5.01**, **Section 5.02** and **Section 5.04** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(b)** (*Closing Deliverables*).

(e) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in **Section 7.03(a)** (*Conditions to Obligations of Seller*) and **Section 7.03(b)** (*Conditions to Obligations of Seller*) have been satisfied (the "**Buyer Closing Certificate**").

(f) Seller shall have received a certificate of the Secretary or an Assistant

Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(g) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(h) Seller shall have completed the PILOT Program Termination.

(i) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 1 year from the Closing Date; *provided, that* the representations and warranties in **Section 4.01** (*Organization and Qualification of Seller*), **Section 4.02** (*Authority of Seller*), **Section 4.07** (*Title to Purchased Assets*), **Section 5.01** (*Organization of Buyer*) and **Section 5.02** (*Authority of Buyer*) shall survive for a period of 5 years from the Closing Date and the representations and warranties in **Section 4.19** and **Section 4.21** shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver or extension by the appropriate Governmental Authority thereof) plus 60 days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in accordance with the terms of this Article 8, in good faith, with reasonable specificity (to the extent known at such time), and in writing, by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period, shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Seller. Subject to the other terms and conditions of this **Article VIII**, from and after the Closing, Seller shall indemnify and defend Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained

by, or imposed upon, the Buyer Indemnitees to the extent resulting from:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Seller pursuant to this Agreement; or

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date; provided that such Third Party Claim does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Buyer under this Agreement.

Section 8.03 Indemnification By Buyer. Subject to the other terms and conditions of this **Article VIII**, from and after the Closing, Buyer shall indemnify and defend each of Seller and its Affiliates (to the extent any such Affiliate is a permitted assignee under **Section 10.07** (*Successors and Assigns*)) and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees resulting from:

(a) any inaccuracy in or breach as of the Closing Date of any of the representations or warranties of Buyer contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Buyer pursuant to this Agreement;

(c) any Assumed Liability;

(d) the Taxes that are the obligation of Buyer set forth in **Section 6.14**

(*Transfer Taxes*); or

(e) any Third Party Claim based upon, resulting from, or arising out of the Buyer's ownership and use of the Purchased Assets after the Closing; provided, that such Third Party Claim does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Seller under this Agreement.

Section 8.04 Certain Limitations. The indemnification provided for in **Section 8.02** (*Indemnification by Seller*) and **Section 8.03** (*Indemnification by Buyer*) shall be subject to the following limitations:

(a) Seller shall not be liable to the Buyer Indemnitees for indemnification under **Section 8.02(a)** (*Indemnification by Seller*) and, with respect to a breach of **Section 6.04(a)(i)** (*Notice of Certain Events; Removal of Excluded Assets*), under **Section 8.02(b)** (*Indemnification by Seller*) (or certificate with respect thereto) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of $16,425,000; provided, however, that with respect to a breach of any representation or warranty in **Section 4.01** (*Organization and Qualification of Seller*), **Section 4.02** (*Authority of Seller*), **Section 4.07** (*Title to Purchased Assets*), **Section 4.19** (Taxes) and **Section 4.21** (*Brokers*), Seller's liability shall not exceed the Purchase Price; and provided further that, in no event shall Buyer Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(b) Notwithstanding anything to the contrary contained in this **Section 8.04**, Buyer Indemnitees and Seller Indemnitees shall be entitled to indemnification with respect to any claim for indemnification under this Agreement, the other Transaction Documents or in any certificate:

(i) only if the amount of Losses with respect to such claim exceeds the amount of $50,000 (the "**De Minimis Amount**") (any claim involving Losses equal to or less than such amount being referred to as a "**De Minimis Claim**") (provided that, in the case of Buyer Indemnitees, claims for Losses with respect to Excluded Liabilities shall not be subject to the De Minimus Amount and, in the case of Seller Indemnitees, claims for Losses with respect to Assumed Liabilities shall not be subject to the De Minimis Amount);

(ii) only if the aggregate Losses for breach of this Agreement to all Buyer Indemnitees or Seller Indemnitees, as applicable, (other than De Minimis Claims), exceed the amount of one percent (1.0%) of the Purchase Price (the "**Deductible**"), whereupon (subject to the provisions of clause (iii) below) Seller or Buyer, as the case may be, shall be obligated to pay in full all such amounts exceeding the amount of the Deductible (provided that, in the case of Buyer Indemnitees, claims for Losses with respect to Excluded Liabilities shall not be subject to the Deductible and in the case of Seller Indemnitees, claims for Losses with respect to Assumed Liabilities shall not be

subject to the Deductible); and

(iii) only with respect to claims for indemnification made on or before the expiration of the survival period pursuant to **Section 8.01** (*Survival*) for the applicable representation or warranty.

(c) Buyer shall not be liable to the Seller Indemnitees for indemnification under **Section 8.02(a)** (*Indemnification by Buyer*) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of $16,425,000; provided, however, that with respect to a breach of any representation or warranty in **Section 4.01** (*Organization of Buyer*), **Section 4.02** (*Authority of Buyer*), and **Section 4.074** (*Brokers*), Buyer's liability shall not exceed the Purchase Price; and provided further that, in no event shall Seller Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(d) For purposes of this **Article VIII**, the amount of Loss arising out of any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(e) No party shall have any liability for any Loss which would not have arisen but for any alteration or repeal or enactment of any Law after the date of this Agreement;

(f) The Losses suffered by any indemnified party shall be calculated after giving effect to any amounts available from third parties, including insurance proceeds, in each case net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties (it being understood and agreed that the Indemnified Parties shall use their commercially reasonable efforts to seek insurance recoveries in respect of Losses to be indemnified hereunder). If any insurance proceeds or other recoveries from third parties are actually realized (in each case calculated net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties) by an Indemnified Party subsequent to the receipt by such Indemnified Party of an indemnification payment hereunder in respect of the claims to which such insurance proceedings or third party recoveries relate, appropriate refunds shall be made promptly to the Indemnifying Party regarding the amount of such indemnification payment;

(g) Seller shall have no liability for any breach of or inaccuracy in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement to the extent Buyer has actual knowledge as of the date of this Agreement of such breach or inaccuracy; and

(h) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM

THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ("**NON-REIMBURSABLE DAMAGES**"); *PROVIDED, HOWEVER*, THAT A PARTY SHALL BE LIABLE FOR, AND NON-REIMBURSABLE DAMAGES SHALL NOT INCLUDE, ALL SUCH DAMAGES ARISING FROM THIRD PARTY CLAIMS FOR WHICH AN INDEMNIFIED PARTY SEEKS INDEMNIFICATION.

Section 8.05 Indirect Claims. Notwithstanding anything in this Agreement to the contrary, except for fraud or willful misconduct, no Representative or Affiliate of a Party shall have any personal liability to the other Party or any other Person as a result of the breach of any representation, warranty, covenant, agreement or obligation of such Party in this Agreement.

Section 8.06 EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN **ARTICLE IV** OR IN ANY CERTIFICATE OR THE DEED DELIVERED HEREUNDER, THE PURCHASED ASSETS ARE "AS IS, WHERE IS," AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO LIABILITIES, OPERATIONS, TITLE, CONDITION, VALUE OR QUALITY OR THE PROSPECTS OF THE BUSINESS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF THE BUSINESS, AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PURCHASED ASSETS OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF THE BUSINESS, INCLUDING, WITHOUT LIMITATION, WHETHER THE BUSINESS POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE, IN EACH CASE EXCEPT AS SET FORTH HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS MATERIALS OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE PURCHASED ASSETS OR THE SUITABILITY FOR OPERATION AS A POWER PLANT OR AS SITES FOR THE

DEVELOPMENT OF ADDITIONAL OR REPLACEMENT GENERATION CAPACITY AND NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SELLER, OR ANY OTHER PARTY, INFORMATION PROVIDED DURING DUE DILIGENCE, AND ANY ORAL, WRITTEN OR ELECTRONIC RESPONSE TO ANY INFORMATION REQUEST PROVIDED TO BUYER, WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE PURCHASED ASSETS THAT IS NOT SET FORTH HEREIN.

Section 8.07 Indemnification Procedures. The party making a claim under this **Article VIII** is referred to as the "**Indemnified Party,**" and the party against whom such claims are asserted under this **Article VIII** is referred to as the "**Indemnifying Party**".

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim (and in any event within the applicable survival period set forth in **Section 8.01** (*Survival*)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in **Section 8.01** (*Survival*)), except and only to the extent that the Indemnifying Party is prejudiced by the failure to give such notice or forfeits rights or defense by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a significant supplier of the Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to **Section 8.07(b)** (*Settlement of Third Party Claims*), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense

thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to **Section 8.07(b)** (*Settlement of Third Party Claims*), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of **Section 6.06** (*Confidentiality*)) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this **Section 8.07(b)** (*Settlement of Third Party Claims*). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnifying Party has assumed the defense pursuant to **Section 8.07(a)** (*Third Party Claims*), it shall not agree to any settlement without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted

by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim (and in any event within the applicable survival period set forth in Section **8.01** (*Survival*)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in Section **8.01** (*Survival*)), except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) **Cooperation**. Any party that becomes aware of a Loss for which it may seek indemnification under this Article VIII shall be required to use commercially reasonable efforts to mitigate (including not taking actions to exacerbate) the Loss including taking any actions reasonably requested by the Indemnifying Party. An Indemnifying Party shall not be liable for any Loss to the extent that it is attributable to the Indemnified Party's breach of its obligation set forth in the preceding sentence.

Section 8.08 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article VIII**, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to the "prime rate" as published in the *Wall Street Journal* from time to time plus 300 basis points. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 8.09 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.10 Exclusive Remedies. Subject to **Section 10.11** (*Specific Performance*) and **Article IX** (*Termination*), the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims arising after the Closing (other than claims arising under **Article 2** and **Article 6** related to Purchase Price Adjustments and claims from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article VIII**. Nothing in this **Section 8.11** shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct, or any Person's right to seek and obtain equitable or monetary relief prior to the Closing.

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section **7.02(a)** (*Conditions to Obligations of Buyer*) or Section **7.02(b)** (*Conditions to Obligations of Buyer*) and such breach, inaccuracy or failure has not been cured by Seller within thirty (30) days of Seller's receipt of written notice of such breach from Buyer; provided, however, that if, during such thirty (30) day period Seller has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Seller continues to endeavor in good faith and proceeds diligently to cure such breach and (z) such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past June 30, 2012;

(ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or if it becomes reasonably apparent that the condition in Section 7.01(c) will not be, fulfilled by June 30, 2012, unless such failure shall be due to the failure of

Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(iii) Buyer is electing to terminate this Agreement pursuant to Section 6.18;

(c) by Seller by written notice to Buyer if:

(i) Buyer has breached its obligation to pay the Purchase Price;

(ii) any of the conditions set forth in **Section 7.01** (*Conditions to Obligations of All Parties*) or **Section 7.03** (*Conditions to Obligations of Seller*) shall not have been fulfilled by June 30, 2012, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to Closing; or

(iii) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Section 7.03(a)** (*Conditions to Obligations of Seller*) or **Section 7.03(b)** (*Conditions to Obligations of Seller*) and such breach, inaccuracy or failure, in the case of **9.01(c)(ii)** only, has not been cured by Buyer within thirty (30) days of Buyer's receipt of written notice of such breach from Seller; provided, however, that if, during such thirty (30) day period Buyer has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Buyer continues to endeavor in good faith and proceeds diligently to cure such breach and (z) such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past June 30, 2012; or

(iv) Seller is electing to terminate this Agreement pursuant to Section 6.18;

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non appealable.

Section 9.02 Effect of Termination. In the event of termination of this Agreement in accordance with this Agreement, each party shall have available to it all remedies available at law or in equity, including without limitation the ability to specifically enforce the terms of this Agreement or to obtain temporary or permanent injunctive relief.

ARTICLE X
MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; *provided, however*, Buyer and Seller shall be equally responsible for all filing and other similar fees payable in connection with any filings or submissions under the HSR Act.

Section 10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 10.02**):

If to Seller:

c/o LS Power Development, LLC
Two Tower Center, 11th Floor
East Brunswick, NJ 08816

Facsimile: 732-249-7290

Attention: General Counsel

with a copy to:

Latham & Watkins LLP
53rd at Third
885 Third Avenue
New York, NY 10022-4834

Facsimile: 212-751-4864

Attention: David Kurzweil

If to Buyer:

Louisville Gas and Electric Company
Kentucky Utilities Company
220 West Main Street
Louisville, KY 40202

Facsimile: (502) 627-3950

Attention: Dir Energy Services
Project Development,
Mr. Douglas Schetzel

Telephone: (502) 627-4838

Facsimile: (502) 217-2794

with a copy to:

Louisville Gas and Electric Company
Kentucky Utilities Company
220 West Main Street
Louisville, KY 40202

Telephone: (502) 627-3665

Facsimile: (502) 627-4622

Attention: General Counsel

Section 10.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is declared by a final judgment or order by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or provision shall be judicially modified by a court of competent jurisdiction so as to make such term or provision legal, valid and enforceability and to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 10.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries or an Affiliate of Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08 No Third-party Beneficiaries. Except as expressly provided in **Article VIII**, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing

signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising (other than delays that result in an exercise of rights hereunder outside the relevant time periods prescribed hereunder), any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Kentucky.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF KENTUCKY IN EACH CASE LOCATED IN THE CITY OF LOUISVILLE AND COUNTY OF JEFFERSON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY

RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUEGRASS GENERATION COMPANY, L.L.C.

By_____

Name: David Nanns

Title: EVP

KENTUCKY UTILITIES COMPANY

By_____

Name: Paul W. Thompson

Title: SVP

LOUISVILLE GAS AND ELECTRIC COMPANY

By_____

Name: Paul W. Thompson

Title: SVP

EXHIBIT A

BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") dated as of _____ __, 2011, from Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**"), to Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyers**"), is being delivered pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated _____ __, 2011 between Seller and Buyers. Capitalized terms used in this Bill of Sale but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

1. In consideration of the covenants, agreements, terms and provisions contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant, sell, assign, convey, transfer and deliver to the Buyers, as tenants in common [% to be determined by Buyers prior to closing] and their successors and assigns, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets.

2. Any conflict between the terms of this Bill of Sale and the Purchase Agreement are to be resolved in favor of the terms of the Purchase Agreement.

3. Seller will execute and deliver any further instruments of sale, conveyance, transfer, and assignment and take any other actions reasonably requested by Buyers in order to more effectively sell, assign, transfer, and convey to and vest in Buyers all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets as specified in the Purchase Agreement.

4. This Bill of Sale shall be governed by and construed and enforced under the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered by its duly authorized agent on the date first set forth above.

Bluegrass Generation Company, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment and Assumption Agreement**") is dated as of _____ __ 2011, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**"), and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyers**").

Recitals

A. This Assignment and Assumption Agreement is delivered pursuant to Section 3.02(a)(ii) of that certain Asset Purchase Agreement (the "***Purchase Agreement***"), dated as of _____ __, 2011, between Buyer and Seller.

B. Capitalized terms not defined in this Assignment and Assumption Agreement shall have the meanings assigned to them in the Purchase Agreement.

Agreement

In consideration of the agreements and covenants contained in the Purchase Agreement and this Assignment and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyers and Seller, intending to be legally bound, agree as follows:

1. **Assignment**. Seller hereby assigns to Buyers, as tenants in common [% to be determined by Buyer prior to closing], and Buyers hereby assumes all of the Purchased Assets that may not be transferred in the Bill of Sale, including without limitation the Assigned Contracts included in the Purchased Assets.

2. **Assumed Liabilities.** Effective as of the Effective Time, Buyers hereby accept the foregoing assignment and assume and agree to discharge the Assumed Liabilities.

3. **No Other Liabilities Assumed.** Notwithstanding anything in this Assignment and Assumption Agreement to the contrary, Buyers shall not assume, and in no event shall be deemed to have assumed, any of the Excluded Liabilities, and Buyers and Seller agree that all such Excluded Liabilities shall remain the sole responsibility of Seller and shall be retained, paid, performed and discharged solely by Seller.

4. **Terms of the Asset Purchase Agreement.** The terms of the Purchase Agreement are incorporated herein by this reference. Buyers and Seller acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Further Actions.** Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and

assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. **Governing Law.** This Assignment and Assumption Agreement shall be governed by and construed and enforced under the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles.

7. **Execution in Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. **Severability.** If any part, terms or provision of this Assignment and Assumption Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Assignment and Assumption Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable as if this Assignment and Assumption Agreement did not contain that particular part, term or provision.

9. **Successors.** This Agreement shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

BLUEGRASS GENERATION COMPANY,
L.L.C.

By_____
Name:
Title:

KENTUCKY UTILITIES COMPANY

By_____
Name:
Title:

LOUISVILLE GAS AND ELECTRIC
COMPANY

By_____
Name:
Title:

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This is an Intellectual Property Assignment Agreement (this "**Agreement**"), dated as of _____ __, 2011, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Assignor**"), and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Assignees**"). Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of _____ __, 2011, between Assignee and Assignor (the "**Purchase Agreement**").

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign its right, title and interest in and to the Assigned Intellectual Property Assets;

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment of Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignees, as tenants in common [% to be determined by Buyer prior to closing] and Assignees accept all right, title and interest of Assignor in and to the Assigned Intellectual Property Assets (the "Assigned Assets").
2. Further Assurances. Assignor hereby undertakes to give to Assignees all assistance reasonably necessary to the end of transferring and assigning the Assigned Assets and finalizing any reasonably necessary endorsements for the transfer thereof in favor of Assignee.
3. Successors. This Agreement shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignor and its successors and assigns.
4. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to the conflict of laws rules thereof.
5. Severability. If any part, terms or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable as if this Agreement did not contain that particular part, term or provision.
6. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed as of the date first written above.

BLUEGRASS GENERATION COMPANY, L.L.C.

By_____
Name:
Title:

KENTUCKY UTILITIES COMPANY

By_____
Name:
Title:

LOUISVILLE GAS AND ELECTRIC COMPANY

By_____
Name:
Title:

EXHIBIT D

SPECIAL WARRANTY DEED

This DEED is made and entered into as of _____, 2012, from

BLUEGRASS GENERATION COMPANY, L.L.C.
a Delaware limited liability company
2 Tower Center
11th Floor
East Brunswick, NJ 08816 ("Grantor").

to

KENTUCKY UTILITIES COMPANY,
a Kentucky corporation
820 West Broadway
Louisville, Kentucky 40202

And

LOUISVILLE GAS AND ELECTRIC COMPANY
A Kentucky corporation
820 West Broadway
Louisville, Kentucky 40202 ("Grantees").

WITNESSETH:

THAT, for and in consideration of the sum of [**One Hundred Nine Million Five Hundred Thousand and 00/100 Dollars – Amount Allocated to Other Assets**] (**$XXXXXXX**), the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and does hereby GRANT and CONVEY unto Grantees, as tenants in common [**% to be determined by Buyer prior to Closing**], their s uccessors and assigns forever, the following described property located in Oldham County, Kentucky, which is more fully described as follows, to-wit:

[LEGAL DESCRIPTION TO BE INSERTED]

BEING the same property conveyed to Grantor, by Special Warranty Deed dated _____, 2012, of record in Deed Book _____, Page _____, in the Office of the Clerk of Oldham County, Kentucky.

TO HAVE AND TO HOLD the above-described property, together with all appurtenances and common elements thereunto belonging, unto Grantees, their successors and assigns forever.

Grantor does hereby release and relinquish unto Grantees, their successors and assigns forever, all of its right, title and interest in and to the above-described property (the "Property"), including dower, curtesy and homestead exemption and all other exemptions allowed by law, and hereby covenants to and with Grantees, their successors and assigns, that it has a good and lawful right to convey the same as herein done, and that it will WARRANT SPECIALLY the title to the Property and will forever defend the Property and every part thereof unto Grantees and their successors and assigns, against the claims of all persons claiming by, through or under Grantor.

Provided, however, that there is excepted from the foregoing warranty and covenants, and this conveyance is made subject to, the following:

1. The restrictions and covenants of record in the Oldham County Clerk's office.

2. All conditions, restrictions and/or notes affecting the property herein conveyed and contained on any plat of record in the aforesaid clerk's office.

3. Easements and rights-of-way of whatsoever nature and kind reserved and recorded in the aforesaid clerk's office.

4. Governmental laws, ordinances and regulations affecting the Property

This conveyance is made subject to and Grantees shall pay the 2011 and all subsequent years ad valorem property taxes assessed against the property herein conveyed.

For purposes of KRS 382.135 the in-care-of address to which the property tax bill for 2011 may be sent to: Kentucky Utilities Company, 820 West Broadway, Louisville, Kentucky 40202, and Louisville Gas and Electric Company, 820 West Broadway, Louisville, Kentucky 40202.

CONSIDERATION CERTIFICATE

For purposes of compliance with KRS 382.135, and first being duly sworn, Grantor and Grantees certify that the consideration reflected herein is the full consideration paid for the above-described real property. Grantees join in the execution of this Deed for the sole purpose of certifying the amount of the consideration.

[Remainder of page left intentionally blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

GRANTOR:

BLUEGRASS GENERATION COMPANY, L.L.C.
a Delaware limited liability company

By:_____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Bluegrass Generation Company, L.L.C., a Delaware limited liability company, for and on behalf of said company.

_____
NOTARY PUBLIC
My commission expires: _____

[Remainder of page left intentionally blank. Signature pages continue on next page.]

GRANTEES:

KENTUCKY UTILITIES COMPANY,
a Kentucky corporation

By:_____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Kentucky Utilities Company, a Kentucky corporation, for and on behalf of said corporation.

_____
NOTARY PUBLIC
My commission expires: _____

LOUISVILLE GAS AND ELECTRIC COMPANY,
a Kentucky corporation

By:_____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Kentucky Utilities Company, a Kentucky corporation, for and on behalf of said corporation.

_____
NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT PREPARED BY:

FROST BROWN TODD
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
(502) 589-5400

By: _____
Erik C. Lattig

LOULibrary 0000HCJ 0588194 1136430v2

EXHIBIT E

OPINIONS OF SELLER'S COUNSEL

1. Each of Seller and Seller Parent is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

2. Seller has the requisite corporate power and authority to enter into the Agreement and to perform its obligations thereunder. Seller Parent has the requisite corporate power and authority to enter into the Parent Guaranty and to perform its obligations thereunder.

3. The execution and delivery of the Agreement by Seller, and the consummation by Seller of the transactions provided for therein, have been duly authorized by all requisite entity action on the part of Seller. The execution and delivery of the Parent Guaranty by Seller Parent, and its obligations provided for therein, have been duly authorized by all requisite entity action on the part of Seller Parent.

4. The Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law). The Parent Guaranty constitutes the legal, valid and binding obligations of Seller Parent, enforceable against Seller Parent in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law).

5. Neither the execution and delivery of the Agreement by Seller, nor the consummation by Seller of any or all of the transactions contemplated by the Agreement, conflicts with or violates any provision of Seller's certificate of formation, limited liability company agreement or other governing documents. Neither the execution and delivery of the Parent Guaranty by Seller Parent, nor the performance by Seller Parent of any or all of its obligations thereunder, conflicts with or violates any provision of Seller Parent's certificate of formation, limited liability company agreement or other governing documents.

6. No consent or approval, and no registration or filing with, any governmental agency, authority or other governmental unit is required, under any law applicable to Seller, other than such consents and approvals as have been obtained and registrations and filings as have been made, for Seller to consummate the transactions provided for in the Agreement.

Disclosure Schedules
to the
Asset Purchase Agreement
dated September 15, 2011
Among
KENTUCKY UTILITIES COMPANY
and
LOUISVILLE GAS AND ELECTRIC COMPANY
as Buyer
and
BLUEGRASS GENERATION COMPANY, L.L.C.
as Seller

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General Terms

Any terms used in these Disclosure Schedules but not defined herein shall have the same meanings ascribed thereto in the Asset Purchase Agreement (the "**Agreement**"), dated September 15, 2011, by and among Kentucky Utilities Company, a Kentucky corporation, Louisville Gas and Electric Company, a Kentucky corporation (collectively, "**Buyer**"), and Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**" and collectively with Buyer, the "**Parties**"), of which these Disclosure Schedules are a part. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, subject to the limitations set forth in such specific provision, and are not intended to constitute, and shall not be construed as constituting, any representations or warranties of the Parties. These Disclosure Schedules may include items or information that the Parties are not required to disclose under the Agreement; disclosure of such items or information shall not affect (directly or indirectly) the interpretation of the Agreement or the scope of the disclosure obligation under the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the Business or the business, assets, liabilities, financial condition, or operations of the Parties. The disclosure of any fact or item in any Disclosure Schedule referenced by a particular section of the Agreement shall be deemed to have been disclosed with respect to every other section in the Agreement to the extent it is reasonably apparent on the face of such disclosure the relevance to such other section. The headings contained in these Disclosure Schedules are for reference only and shall not affect in any way the meaning or interpretation of these Disclosure Schedules.

Schedule 1.01(k)

Seller's Knowledge

1. David Nanus
2. Ernest Kim
3. Carolyne Wass
4. Woody Saylor

Schedule 2.01(a)

Excluded Inventory

1. See Appendix 2.01(a).

Schedule 2.01(b)

Assigned Contracts

1. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001. (1)

2. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002. (2)

3. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.

4. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.

5. Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District dated June 19, 2001. (3)

6. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

7. Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric, dated January 3, 2001. (4)

---

(1) Failure of Louisville Gas and Electric Company ("LG&E") to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(2) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(3) Buyer and Seller may mutually agree that amended KPDES may eliminate need for this agreement to be assigned.

(4) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

Schedule 2.01(h)

Prepayments

1. As of the date hereof, none.

Schedule 2.02(c)

Excluded Assets

1. Any and all software rights and licenses, including those set forth on Schedule 4.01(b), but not including (i) such all software necessary to operate and control the Units (including, Teleperm XP (AS 620) – T-2000 / Version 7.0.26) and all firmware installed on the Purchased Assets.

2. Any and all items listed as Excluded Inventory in Schedule 2.01(a).

3. Rights under any and all Contracts and agreements that are not Assigned Contracts.

Schedule 2.06(a)

Prorated Items

1. Liabilities accrued prior to Closing in the ordinary course of business under the contracts actually assigned and listed on Schedule 2.01(b).

Schedule 4.01

Qualified Jurisdictions

1. Delaware
2. Kentucky

Schedule 4.03(b)

Consents under Law or Governmental Order

Note: The following consents, approvals and notices are being provided as required under Section 4.03(b) of the Agreement, and only those consents or approvals designated with an asterisk ("") shall be a condition to closing under Section 7.01(c).*

Pre-Closing Consents/Approvals:

1. * Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.
2. * FERC– Filing of joint application under section 203 of the Federal Power Act for the sale of FERC jurisdictional facilities.
3. * Kentucky's Division of Water as required for KPDES Permit. (1)
4. * Kentucky's Public Service Commission.

Post-Closing Notices (not required as conditions to closing):

1. FERC–Within thirty (30) calendar days after the Closing Date, Buyer must submit Notices of Change of Status to FERC or a Notice of Self Certification of QF status, advising of the change of ownership of the Plant in accordance with FERC's regulations.
2. As of the Closing Date, Seller will no longer be responsible for compliance with North American Electric Reliability Corporation ("NERC") Reliability Standards at the Plant. Within thirty (30) calendar days after the Closing Date, Seller will provide written notification to NERC that it is no longer the "Generator Owner and Operator" for the Plant. It is the Buyer's obligation to inform NERC of their new obligations for purposes of ongoing compliance at the Plant.
3. EPA Clean Air Markets Division, where Buyer must submit change of ownership information to EPA Clean Air Markets Division within thirty (30) days after the Closing Date, as required for the following permits:

(1) Only to the extent that the KPDES Permit has been issued. Seller has filed KPDES application and is currently awaiting issuance of the permit from Kentucky's Division of Water.

a. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016;

b. CAIR Permit (Section K of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016; and

c. Certificate of Representation, Designated Representative (Carolyne Wass, LS Power) / Alternate Designated Representative (Kathy French, LS Power), Acid Rain Program, CAIR NOx Annual Program, CAIR NOx Ozone Season Program, CAIR SO2 Program, filed with U.S. Environmental Protection Agency, Clean Air Markets Division, sent December 2, 2009.

4. Kentucky's Division for Air Quality as required for Air Quality Permit, No. V-05-080, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016 (presently at EPA for its 45 day review). Notice must be provided to the Division of Air Quality within ten (10) days after the Closing Date. Notice must include a "signed written agreement specifying the date of transfer of permit responsibility, coverage, and liability."

5. Kentucky's Division of Waste Management as required for Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002. Seller must notify the Division of Waste Management within thirty (30) days after the generation of hazardous waste ceases using Form DEP 7086. Buyer must submit registration form and receive EPA ID number prior to treating, storing, disposing, transporting, or offering to transport hazardous waste using form DEP 7037.

6. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.

Schedule 4.03(c)

Consents under Material Contracts

1. Any consent in connection with PILOT Program Termination and collapse of Lease and Bond structure.

2. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001. (1)

3. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002. (2)

4. Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001. (3)

5. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

---

(1) Failure of Louisville Gas and Electric Company ("LG&E") to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(2) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(3) Buyer and Seller may mutually agree that amended KPDES may eliminate need for this agreement to be assigned.

Schedule 4.04

Financial Statements

1. Financial Statements do not include any allocation of liabilities and expenses for Affiliate personnel, general and administrative and overhead costs incurred in the ordinary course of business.

The aggregate amount of such liabilities and expenses does not exceed $5,000,000.

Schedule 4.05

Undisclosed Liabilities

1. Financial Statements do not include any allocation of liabilities and expenses for Affiliate personnel, general and administrative and overhead costs. The aggregate amount of such liabilities and expenses does not exceed $5,000,000.

2. Liabilities accrued prior to Closing in the ordinary course of business under the Assigned Contracts.

Schedule 4.06(a)

Material Contracts

All documents relating to Lease and Bond Structure, including without limitation:

1. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A.
2. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A.
3. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A.
4. Master Trust Indenture between County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
5. Supplement No. 1 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
6. Supplement No. 2 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2001.
7. Supplement No. 3 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2002.
8. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated November 1, 2000.
9. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2001.
10. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2002.
11. In-Lieu of Tax Payments Agreement by and between Bluegrass Generation Company, L.L.C. and County of Oldham, Kentucky, dated November 1, 2000
12. Letter Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County, Kentucky Fiscal Court, executed on August 28, 2000.

13. Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.

14. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.

15. Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.

16. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.

17. Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2001.

18. Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2002.

19. Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of November 1, 2000.

20. First Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2001.

21. Second Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2002.

Other Material Contracts:

1. Amended and Restated Limited Liability Company Agreement of Bluegrass Generating Company, L.L.C., by Port River, LLC, dated as of November 30, 2009.

2. Assignment and Assumption Agreement between Bluegrass Generation, Inc. and Bluegrass Generation, L.L.C., dated as of November 24, 2009.

3. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001.

4. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

5. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.

6. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.

7. Leasehold Interest in the land described on Schedule XX.

8. All matters and encumbrances disclosed on Schedule XX.

9. All matters and encumbrances disclosed on Schedule YY.

10. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

11. Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric, dated January 3, 2001.

12. Oldham County Sanitation District Wastewater Collection and Transport Facilities Extension Contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001.

13. Conveyance of Wastewater and Collection Facilities between Bluegrass Generation Company, L.L.C. and the Oldham County Sanitation District, delivered January 16, 2002.

14. LG&E/KU System Impact Study Agreement for PTP for Bluegrass 501 MW Project, System Impact Study Agreement Number: LGE-2011-014, by and between Independent Transmission Organization and BGCP, dated as of June 28, 2011.

15. LG&E/KU System Impact Study Report for PTP for Bluegrass 501 MW Project, System Impact Study Agreement Number: LGE-2011-014, by Independent Transmission Organization, dated as of September 7, 2011.

16. Application for Membership Agreement, by and between PJM Interconnection, L.L.C. and Bluegrass Generation Company, L.L.C., dated June 24, 2011.

17. Notice of Approval for PJM Membership, delivered by PJM Interconnection, L.L.C. to Bluegrass Generation Company, L.L.C., dated August 12, 2011 (to include Membership Kit).

18. Interconnection Feasibility Study Agreement (LGE-GIS-2011-001), by and between Southwest Power Pool and Bluegrass Generation Company, L.L.C., dated April 6, 2011.

19. Letter of Notice of Receipt of Interconnection Feasibility Study Agreement (LGE-GIS-2011-001), from Southwest Power Pool to Bluegrass Generating Company, L.L.C., dated April 15, 2011.

20. PJM Interconnection Transmission Request, by and between Bluegrass Generating Company, L.L.C. and PJM Interconnection, L.L.C., dated August 26, 2011.

21. Confirmation Letter, by PJM Interconnection, L.L.C., dated as of September 1, 2011, and PJM Long-Term Firm Network Transmission Service Application and Initial Study Agreement, by and between Bluegrass Generating Company, L.L.C. and PJM Interconnection, L.L.C., dated as of September 13, 2011.

22. Operations and Maintenance Agreement for the Bluegrass Facility, between Port River, LLC and NAES Corporation, dated as of September 15, 2009.

23. Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of October 15, 2009.

24. ISDA Master Agreement, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.

25. ISDA Credit Support Annex, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.

26. First Amendment to Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of January 21, 2010.

Schedule 4.07

Permitted Encumbrances

None.

Schedule 4.08

Condition of Assets

Note: The content of the reports and documents referenced herein are incorporated by reference.

Item	Document / Condition	Category	Dataroom Folder
1	CT-2 Row 9 Compressor Blade Tip	—	—
2	CT-3 Cracked Row 4 Diaphragm	—	—
3	CT-3 Compressor FOD	—	—
4	Bluegrass Capital Expenditure Plan	Financials	1.1
5	BG Monthly Operations Report 2009-11	Monthly Operating Reports	4.2.1
6	BG Monthly Operations Report 2009-12	Monthly Operating Reports	4.2.1
7	BG Monthly Operations Report 2010-01	Monthly Operating Reports	4.2.2
8	BG Monthly Operations Report 2010-02	Monthly Operating Reports	4.2.2
9	BG Monthly Operations Report 2010-03	Monthly Operating Reports	4.2.2
10	BG Monthly Operations Report 2010-04	Monthly Operating Reports	4.2.2
11	BG Monthly Operations Report 2010-05	Monthly Operating Reports	4.2.2
12	BG Monthly Operations Report 2010-06	Monthly Operating Reports	4.2.2
13	BG Monthly Operations Report 2010-07	Monthly Operating Reports	4.2.2
14	BG Monthly Operations Report 2010-08	Monthly Operating Reports	4.2.2
15	BG Monthly Operations Report 2010-09	Monthly Operating Reports	4.2.2
16	BG Monthly Operations Report 2010-10	Monthly Operating Reports	4.2.2
17	BG Monthly Operations Report 2010-11	Monthly Operating Reports	4.2.2
18	BG Monthly Operations Report 2010-12	Monthly Operating Reports	4.2.2
19	BG Monthly Operations Report 2011-01	Monthly Operating Reports	4.2.3
20	BG Monthly Operations Report 2011-02	Monthly Operating Reports	4.2.3
21	BG Monthly Operations Report 2011-03	Monthly Operating Reports	4.2.3
22	BG Monthly Operations Report 2011-04	Monthly Operating Reports	4.2.3
23	BG Monthly Operations Report 2011-05	Monthly Operating Reports	4.2.3
24	BG Monthly Operations Report 2011-06	Monthly Operating Reports	4.2.3
25	BG Monthly Operations Report 2011-07	Monthly Operating Reports	4.2.3
26	2007 Unit 1 Bulletin 6 Inspection	Inspection Reports	4.3.1
27	2009 Unit 1 Bulletin 6 Inspection	Inspection Reports	4.3.1
28	2010 Unit 1 Borescope Inspection from Spring CI	Inspection Reports	4.3.1
29	2010 Unit 1 Row 2 Turbine Blade NDE Inspection	Inspection Reports	4.3.1
30	2011 Unit 1 Borescope Inspection	Inspection Reports	4.3.1
31	*GT - Air intake and exhaust photos (August 2011) (Unit 1)*	*Inspection Reports*	4.3.1.5
32	Unit 1 Inlet Filter Test Report	Inspection Reports	4.3.1.5
33	2005 Unit 2 NDE Inspection	Inspection Reports	4.3.2
34	2007 Unit 2 Bulletin 6 Inspection	Inspection Reports	4.3.2
35	2009 Unit 2 Bulletin 6 Inspection	Inspection Reports	4.3.2
36	2010 Unit 2 Row 2 Turbine Blade NDE Inspection	Inspection Reports	4.3.2
37	2011 Unit 2 Borescope Inspection	Inspection Reports	4.3.2

38	GT - Air intake and exhaust photos (August 2011) (Unit 2)	Inspection Reports	4.3.2.6
39	2005 Unit 3 NDE Inspection	Inspection Reports	4.3.3
40	2007 Unit 3 Bulletin 6 Inspection	Inspection Reports	4.3.3
41	2007 Unit 3 UT Thickness Measurement of Compressor Case	Inspection Reports	4.3.3
42	2009 Unit 3 Bulletin 6 Inspection	Inspection Reports	4.3.3
43	2010 Unit 3 Row 2 Turbine Blade NDE Inspection with Bulletin 6 Inspection	Inspection Reports	4.3.3
44	2011 Unit 3 Borescope Inspection	Inspection Reports	4.3.3
45	GT - Air intake and exhaust photos (August 2011) (Unit 3)	Inspection Reports	4.3.3.7
46	PRC-005 Supporting Documentation - Relay testing	Relay Calibration	4.6.2
47	Oil test report	Trans. Oil Analysis & Maint.	4.6.4
48	SD Myers Test Result of GSU's 2010	Trans. Oil Analysis & Maint.	4.6.4
49	SD Myers Test Results for GSUs 2011	Trans. Oil Analysis & Maint.	4.6.4
50	Bluegrass -- 7 2KV Test 0 Fire Pump Motor Starter	MV & LV Breaker Testing	4.6.6
51	Bluegrass -- 7 2KV Test 1 APE Bldg. Unit 3	MV & LV Breaker Testing	4.6.6
52	Bluegrass -- 7 2KV Test 2 Main Tie Breaker CB52-BT	MV & LV Breaker Testing	4.6.6
53	Bluegrass -- 7 2KV Test 3 Main Incoming Breaker CB52-AT2	MV & LV Breaker Testing	4.6.6
54	Bluegrass -- 7 2KV Test 4 4160V Switchgear 2 Equipped Space	MV & LV Breaker Testing	4.6.6
55	Bluegrass -- 7 2KV Test 5 4160V Switchgear 2 CBBA10GS002	MV & LV Breaker Testing	4.6.6
56	Bluegrass -- 7 2KV Test 6 SUS Transformer No. 1 Feeder	MV & LV Breaker Testing	4.6.6
57	Bluegrass -- 7 2KV Test 7 Equipped Space	MV & LV Breaker Testing	4.6.6
58	Bluegrass Digitrips	MV & LV Breaker Testing	4.6.6
59	MV Motor Testing	MV & LV Motor Testing	4.6.7
60	Ohmmeter Readings 102007	Generator Breaker testing	4.6.8
61	Bluegrass 1 10696 102007	Generator Breaker testing	4.6.8
62	Bluegrass 2 10697 102007	Generator Breaker testing	4.6.8
63	Bluegrass 3 10698 102007	Generator Breaker testing	4.6.8
64	ABB Generator Circuit Breaker Repairs	Generator Breaker testing	4.6.8
65	Bluegrass - GSU Doble Readings (Aug. 3, 2011)	GSU Doble Readings	4.6.12
66	Natural Gas Sampling	Natural Gas Sampling	4.8
67	Bluegrass - R2 Blades Pedigree & Inspection Info (Sept. 2, 2011)	Bulletins Summary	4.16

Schedule 4.09(a)

Real Property

TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a ½" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a ½" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a ½" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a ½" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A, Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch Iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or less.

TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

TRACT "D"

Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace

and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found ½ inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, the chord being N 45°29'20" E, 38.23 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found ½ inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found ½ inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey; thence, South 61°54'33" West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

Schedule 4.09(a)(i)

Encumbrances to Real Estate

1. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

2. All matters and encumbrances disclosed on Schedule YY.

3. All matters and encumbrances disclosed on Schedule XX.

Schedule 4.09(a)(ii)

Leases and Other Exceptions to Title

1. Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.
2. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.
3. Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.
4. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.
5. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

Schedule 4.09(a)(iii)

Unrecorded Real Estate Options, Rights of Offer or Rights of Refusal

None.

Schedule 4.10(a)

Intellectual Property Assets

1. Teleperm XP (AS 620) – T-2000 / Version 7.0.26 and all firmware installed on the Purchased Assets.

Schedule 4.10(b)

Leased or Encumbered Intellectual Property

1. Red Tag Pro
2. Microsoft OfficeProPlus 2007 SNGL OLP NL
3. Microsoft VisioPro 2007 SNGL OLP NL
4. Microsoft ProjectPro 2007 SNGL OLP NL w1PrjctSvrCAL
5. Microsoft WinSvrCAL 2008 SNGL OLP NL UsrCAL
6. Symantec SYMC Backup/ Protection
7. Cisco Systems ASA 5500 CSC-SSM-10 50-User
8. Enigma HP Management Tools
9. OSISoft Reliance Program (PI System)
10. Navigant GADS
11. Maximo
12. Versify

Schedule 4.11

Inventory

Note: Inventory has not been audited or verified. The description of Inventory set forth in Appendix 4.11 is Seller's reasonable estimate of Inventory.

1. See Appendix 4.11.

Schedule 4.13(b)

Insurance: Pending Material Claims

None.

Schedule 4.14(a)

Legal Proceedings

None.

Schedule 4.14(b)

Government Orders / Judgments / Penalties Outstanding

Schedule 4.15(b) is hereby incorporated by reference.

Schedule 4.15(a)

Compliance with Laws

None.

Schedule 4.15(b)

Permits

1. AED/First Aid certification, expiring on December 10, 2011, and fork lift certification, expiring August 24, 2014. Certifications valid for three (3) years.

2. Certificates of Operation, State Nos. KY055143-KY055149, KY055150, KY055151, KY055153, KY055154, KY072505-KY072507, KY072509-KY072521, KY072523-KY072532, KY053543, KY053545, KY071882-KY071884, issued by Kentucky Environmental and Public Protection Cabinet, Office of Housing, Buildings and Construction, to Bluegrass Generation, dated (date inspected) April 18, 2011; expires April 18, 2012 and December 31, 2999.

3. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.

4. Schedule 4.16(b)(i) is hereby incorporated by reference.

Schedule 4.16(a)(i)

Compliance with Environmental Laws

None.

Schedule 4.16(a)(ii)

Environmental Notices, Claims or Requests

1. On January 26, 2011 a Notice of Deficiency (NOD) for an application to renew a Title V Permit was received by the facility. The NOD requested hazardous air pollutant (HAPS) emissions rates for the combustion turbines, fire water pump and emergency generator. A response was sent to Ben Markin on February 18, 2011.

2. On February 21, 2011 a Second Notice of Deficiency (NOD) was received by the facility requesting additional HAPS emissions. A response was sent to Ben Markin on March 8, 2011. Further communications were with Esmail Hassanpour. On April 8, 2011 all KYDAQ requests for information pursuant to the Title V application were answered to the satisfaction of the KYDAQ and the application was deemed complete.

3. On September 13, 2011 a Technical notice of deficiency was received by the facility stating that the Form SDAA submitted was considered inadequate for undisclosed reasons. The permit engineer was contacted and a plant visit was scheduled for September 21, 2011.

Schedule 4.16(b)(i)

Environmental Permits

1. Application for KPDES Permit, submitted by Bluegrass Generation Company, L.L.C., as of March 2011. Letter updating status of Application for KPDES Permit, as of April 22, 2011. Awaiting further information / KPDES Permit pending as of August 12, 2011.

2. Air Quality Permit, No. V-05-080, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The Air Quality Permit is presently in draft and at EPA for its 45 day review.

3. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The Phase II Acid Rain Permit is presently in draft and at EPA for its 45 day review.

4. CAIR Permit (Section K of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The CAIR Permit is presently in draft and at EPA for its 45 day review.

5. 40 CFR Part 75 certification of NOx and O2 CEMS approved in accordance with 40 CFR 75.20(a)(4) by Kentucky Department of Environmental Protection for Bluegrass Generation Co., LLC, certification submitted July 22, 2002 for CT1 and CT3, and submitted July 1, 2002 for CT2.

6. Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002.

Schedule 4.16(b)(ii)

Non-Compliance with Environmental Permits

1. In 2009 the Oldham County Sewer District (OCSD) approached the facility about applying for a KPDES permit for discharge of wastewater. The OCSD stated that the WWTP was having difficulties handling the plant's waste water during periods of high rainfall. As found on Schedule 4.16(b)(i) an application for a KPDES permit was submitted March 2011.

Schedule 4.16(e)

Storage Tanks

1. 450,000 gallon Service Water AST
2. 300,000 gallon Demineralized Water AST
3. 300 gallon Emergency Generator AST
4. 300 gallon Emergency Fire Pump Fuel AST
5. 3,000 gallon Oil/Water Separator UST
6. 30,000 gallon Ammonia AST x 2

Schedule 4.16(f)

Hazardous Materials

1. **Safety-Kleen Systems, Inc.**

   261 Eiler Ave.

   Louisville KY 40214

2. **Safety-Kleen Systems, Inc.**

   3700 Lagrange Rd.

   Smithfield, KY 40068

3. **Safety-Kleen Systems, Inc.**

   1722 Cooper Creek Rd.

   Denton, TX 76208

Schedule 4.16(i)

Environmental Attributes

Note: Seller shall have the right to use Environmental Attributes in the ordinary course of operations; furthermore, Seller shall retain the right to use Environmental Attributes as required or necessary to cover emissions related to pre-Closing operations of the Business.

1. **CAIR NOx Annual Allowances**

Year:	Allowances:
2011 and prior -	22
2012 -	20
2013 -	20
2014 -	20

2. **CAIR NOx Ozone Allowances**

Year:	Allowances:
2011 and prior -	59
2012 -	18
2013 -	18
2014 -	18

3. **SO2 Acid Rain / CAIR SO2 Allowances**

Year:	Allowances:
2011 and prior -	3

Schedule 4.19

Taxes

None.

Schedule 4.21

Brokers

None.

Schedule 5.03(b)

Consents under Law or Governmental Order

1. Approval under FPA 203 and any other required approvals required from FERC.

2. Approval by KPSC of applicable CCN filing pursuant to Kentucky Revised Statutes Chapter 278 generally and, more specifically, KRS 278.020.

3. Approval of the transaction by the VSCC - Virginia State Corporation Commission approval of the affiliated transaction that results from the Buyer joint purchase/ownership of the Purchased Assets under Virginia Code Title 56 generally and, more specifically, Chapter 4 of Title 56.

4. Approvals to transfer and/or grant replacements of all items listed in Sections 4.15(b), 4.16(b)(i) and 4.16(i) of the Disclosure Schedules.

Schedule 5.03(c)

Consents under Material Contracts

None.

Schedule 5.07

Compliance with Laws and Orders

None.

Schedule 6.20

Certain Covenants of Buyer

1. Buyer will comply with all applicable current and future Laws.

2. Buyer will cooperate with the County on the continued implementation of the existing landscaping plan that retains existing mature trees wherever possible, and provides for the planting of additional trees in an attempt to create a buffer to soften the Facility's appearance to surrounding properties and provide for an attractive setting within the Business Park.

3. Bluegrass will provide for the detention and acceptable discharge rate of stormwater generated from all impervious surfaces including but not limited to buildings, parking lots, driveways, and equipment/machinery pads in the same manner as currently conducted. Stormwater detention shall be operated to maintain the current stormwater runoff discharge rate.

4. Buyer shall operate the Facility so as not to generate noise that exceeds 68 db(A), 400 feet from the fenced perimeter of the plant footprint.

5. Simple cycle operation, shall be allowed to discharge all wastewater (including sanitation, washdown wastewater and evaporative cooler discharge water) to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Any combined cycle operation, shall discharge only sanitary wastewater and washdown wastewater to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Water generated from the condensing or cooling towers shall not be discharged to the Buckner sewage treatment plant unless it is otherwise permitted and agreed to by the Oldham County Sanitation District.

6. Buyer will encourage its management and employees located at, or dedicated primarily to the Plant to participate in Oldham County community events.

7. Buyer will use good operating practices in the maintenance of the facility and site.

8. Buyer acknowledges and agrees that the construction of the natural gas fired power plant was locally approved and supported. Operation of the Facility on any alternate fuel or the conversion of the Facility to a fuel other than natural gas is not approved by the County.

9. Buyer shall operate, maintain and as appropriate, engineer and/or install all exterior lighting so as not to create a spillover lighting nuisance for adjoining properties.

10. Buyer shall not install any lighting on the turbine exhaust stacks unless required by state or federal regulatory agencies for public or worker safety purposes.

11. Buyer shall maintain the neutral paint color applied to the turbine exhaust stacks as previously agreed upon by the County and the Plant. The County's mutual agreement of the neutral paint color shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

12. Buyer shall utilize the planned Business Park roadway as its primary point of vehicular access. Highway 146 may be utilized as the primary point of vehicular access only until completion of the planned Business Park Roadway.

Schedule 7.01(a)

Filings with Governmental Authorities

1. Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.

Schedule XX

COMMITMENT
Issued by
CHICAGO TITLE INSURANCE COMPANY

Schedule A

RE BLUEGRASS GENERATION COMPANY, L.L.C. County: Oldham
:

COMMITMENT C1101571LKY (revised 9-15-11)

1. **Effective Date:** August 19, 2011, at 8:00 am

2. **Policy or Policies to be issued:**

ALTA Owner's Policy - 6/17/06
Proposed Insured: TO BE DETERMINED

Amount: TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment is:**
FEE SIMPLE

4. **Title to the estate or interest in the land is at the effective date hereof vested in:**
Fee Simple: County of Oldham, Kentucky

Leasehold: Bluegrass Generation Company, L.L.C.

5. **The land referred to in this Commitment is described as follows:**

SEE ATTACHED LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a ½" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a ½" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a ½" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a ½" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT

OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A, Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch Iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or less.

TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

TRACT "D"

Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly

described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found ½ inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, the chord being N 45°29'20" E, 38.23 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found ½ inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found ½ inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and

Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey; thence, South 61°54'33" West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

Commitment C1101571LKY (REV. 9-15-11)

SCHEDULE B -- SECTION 1
REQUIREMENTS:

1. Instruments creating the estate or interest to be insured must be executed and filed for record, to-wit:

   (a) Special Warranty Deed from COUNTY OF OLDHAM, to BLUEGRASS GENERATION COMPANY, L.L.C., conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

   (b) Special Warranty Deed from BLUEGRASS GENERATION COMPANY, L.L.C. to purchaser to be determined conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.

3. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

5. We must be furnished with satisfactory evidenced of the authorization for the County of Oldham to complete the proposed transaction.

6. We must be furnished with corporate resolutions from Bluegrass Generation Company, L.L.C. authorizing the proposed transaction and Certificate of Good Standing.

7. Satisfaction of indebtedness and termination of record of Lease Agreement by and between County of Oldham, Kentucky, as Issuer, to Bluegrass Generation Company, L.L.C., as Lessee, regarding issuance of Industrial Revenue Bonds, Series 2000A, 2000B, 2001A and 2001B, in the amount of $200,000,000 by Master Trust Indenture between Issuer and Bank One Trust Company, National Association, recorded in Deed Book 663, page 23; as amended by First Amendment to Lease Agreement dated December 27, 2001, in connection with $157,498,252 Industrial Revenue Bonds, Series 2001A, recorded in Deed Book 700, page 139; and further amended by Second Amendment to Lease Agreement dated December 27, 2002, in connection

with $33,719,511 Industrial Revenue Bonds, Series 2002A, recorded in Deed Book 739, page 44, and Third Amendment to Lease Agreement dated January 19, 2006, recorded in Deed Book 857, page 613, said records.

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the proposed insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and / or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

Commitment C1101571LKY (REV. 9-15-11)

SCHEDULE B -- Section 2

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Intentionally deleted.

2. Rights of others and terms and conditions of right of passway described in Deed Book 77, page 450, said records, and shown on the Survey.

3. Rights of way or easements to Louisville Gas and Electric Company recorded in Deed Book 57, pages 461 and 469; Deed Book 58, page 86; Deed Book 87, pages 266 and 528; Deed Book 90, page 34; Deed Book 140, page 456; Deed Book 345, page 448; and Deed Book 662, page 117, said records. The Survey shows 150-foot easement, 70-foot easements, 25-foot and 30-foot easements located on the property with numerous electric lines, poles and towers.

4. Rights of way for pipeline easement to Texas Gas Transmission Corporation recorded in Deed Book 70, pages 330 and 332 and Agreements recorded in Deed Book 88, pages 294 and 346, said records. The Survey shows gas easement of unspecified width with gas pipelines crossing the land.

5. Agreement for Dedication of Public Right of way between James C. Carpenter and Frank G. Otte and Oldham County Fiscal Court recorded in Deed Book 612, page 103, said records. The survey shows 15-foot wide utility easements and 10-foot wide construction easements adjacent to 100-foot right of way crossing the land.

6. Terms and conditions of Construction Easement from James C. Carpenter, et al. to Bluegrass Generation Company, L.L.C. recorded in Deed Book 633, page 184, said records.

7. Certificates of Land Use Restriction recorded in Permit Book 3, pages 425, 426, 427, 433 and 434 and Permit Book 4, page 1, said records.

8. Rights of others and terms and conditions of Temporary Construction Access Agreement recorded in Deed Book 666, page 516, said records, as shown on the Survey; right of access insured by this policy is limited to the access provided by said agreement.

9. Rights of way to Louisville Gas and Electric Company recorded in Deed Book 667, page 167 and Deed Book 670, page 311, said records, 25-foot easement with electric lines and poles shown on the Survey.

10. Permanent Access Road Agreement between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation dated February 27, 2001, recorded in Deed Book 671, page 391, said records.

11. Easement to Texas Gas Transmission Company dated June 28, 2001, recorded in Deed Book 682, page 181, said records, 100-foot right of way with gas pipelines and valves crossing the property as shown on the Survey.

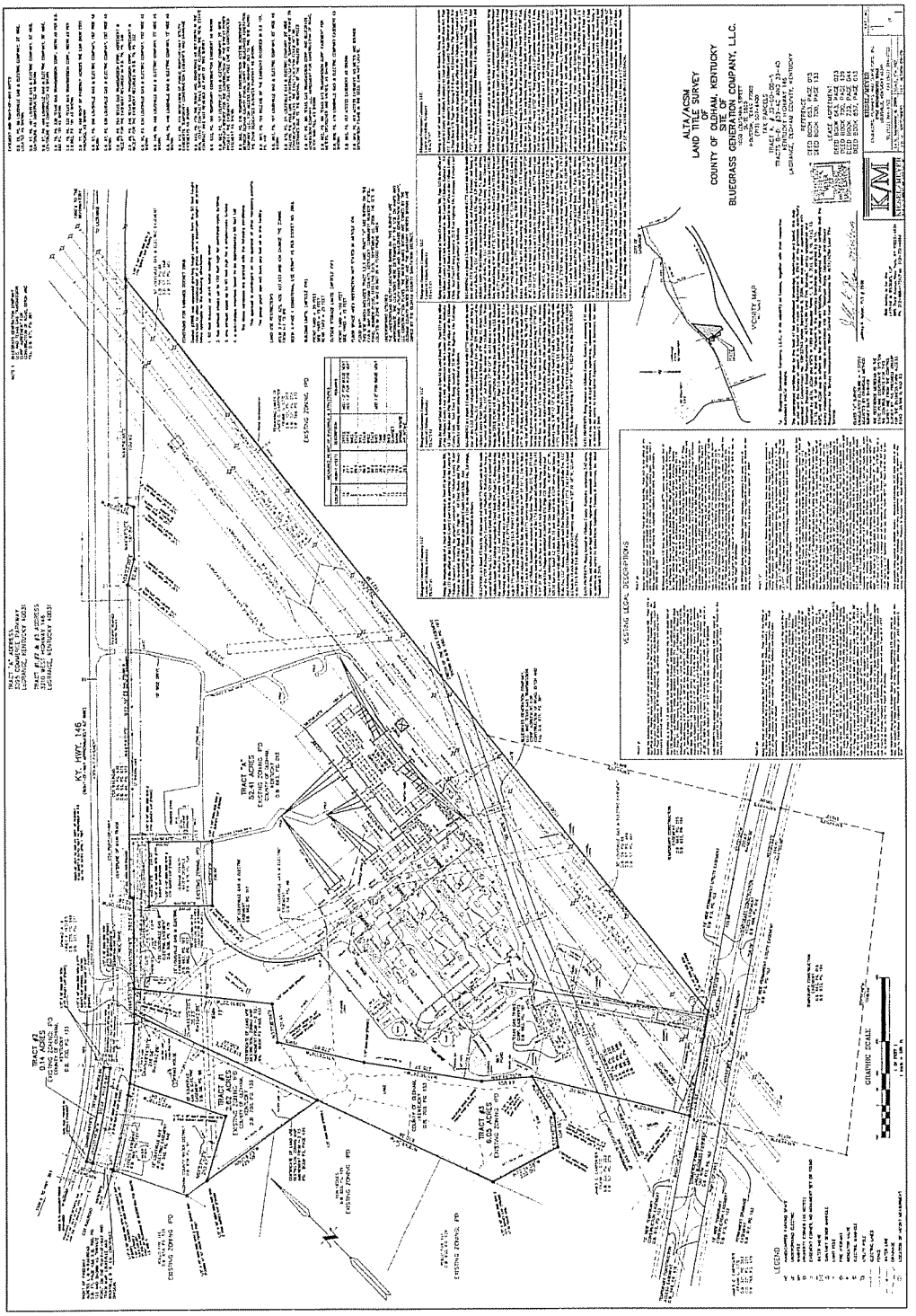
12. Easement to Louisville Gas and Electric Company recorded in Deed Book 808, page 479, said records.

13. Access Easement from Oldham County Water District recorded in Deed Book 859, page 103, as amended by Amendment to Access Easement recorded in Deed Book 860, page 157, said records.

14. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, or easements or claims of easements not shown by the public records that would be disclosed by an accurate and complete land survey of the Land occurring subsequent to March 21, 2003, date of survey of Jeffrey K. Meyer, R.S. ("the Survey.)

15. State, County, and School taxes for the year 2011, not yet due and payable.
NOTE: The property is not presently taxed by the county. The property may be subject to franchise taxes paid to the State of Kentucky.

Schedule YY
Survey



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Appendix 2.01(a)
Schedule 2.01(a) - Excluded Inventory

Item	Bin	Description	Current Balance
50100046	BLU-OUTSIDE	ROTOR, COMBUSTION TURBINE. FULLY BLADED. W501FD2	1 0
50100047	BLU-OUTSIDE	ROTOR, GENERATOR, AEROPAC I, W501F	1 0
505-5400223-R	ROW5. ROW6	NOZZLE, FUEL, SUPPORT HOUSING, DUAL FUEL, DLN. COMBUSTION, 2076J60G02,	38 0
BLU-4955-R1	ROW 9	BASKET, THICK TBC, IGN, DLN, EXTENDED SWIRLER, COMBUSTION, 501F, MODIFIED 2295J56G02 PM	2 0
BLU-6850003-R1	ROW 9	SEAL, TRANSITION, OUTER, DLN, COMBUSTION, 501F. 4240C35G04	16 0
BLU-5015-R1	ROW 9	BASKET, THICK TBC, STD, DLN, EXTENDED SWIRLER, COMBUSTION, 501F, MODIFIED 2295J56G01 PM	12.0
BLU-8300012-R1	ROW 11	TRANSITION, DLN, COMBUSTION, 501F, 8099D70011, 1804D34102	16 0
BLU-5400050-R1	ROW4, ROW7	NOZZLE, FUEL, SUPPORT HOUSING, DLN, GAS ONLY, 501D/F, 2066J73G01, 1 REPAIR CYCLNE	62 0
505-6850002	ROW9BLU	SEAL, TRANSITION, INNER, DLN, COMBUSTION, 501F, 4240C35G03	-
BLU-5400223-R1	ROW 9	NOZZLE, FUEL, SUPPORT HOUSING, DUAL FUEL, DLN, COMBUSTION, 2076J60G02	16.0
BLU-6850002-R1	ROW 9	SEAL, TRANSITION, INNER, DLN, COMBUSTION, 501F. 4240C35G03	16 0
BLU-5400001-R1	NOBIN	NOZZLE, FUEL, PILOT, DUAL FUEL, DLN, COMBUSTION, 501F, 7930D88G03	16.0
BLU-5014-R1	ROW 9	BASKET. THICK TBC. UV, DLN, EXTENDED SWIRLER, COMBUSTION, 501F.MODIFIED 2295J56G03 PM	2 0
505-6500295	ROW7	RING SEGMENT, ROW 1, TURBINE, 501F, 8101D14G01	96 0
3868	ROW5-BLU	CAP. TRANSITION, 501F. PART# 2297J52G01	31 0
BLU-6850002	ROW9	SEAL, TRANSITION, INNER, DLN, COMBUSTION, 501F, 4240C35G03	16.0
4626	ROW1-1G1	MODULE, COMMUNICATION. DIGITAL. CS7. TXP. SWPC PN: AUX0010294, SIEMENS IC PN: 6DD16620AB0	5 0
4627	ROW1-1G1	MODULE, SS52, TXP, SWPC PN: AUX0010296, SIEMENS IC PN: 6DD16880AE2	4 0
4150	ROW9	ACTUATOR, C-STAGE, FUEL GAS, 2". TXP. MOOG. part# 80-109B109	1 0
4151	ROW9	ACTUATOR, A-STAGE, FUEL GAS, 4", TXP, MOOG, PART# 80-109B107	1 0
4152	ROW9	ACTUATOR. B-STAGE, FUEL GAS, 4". TXP, MOOG, PART# 80-109B108	1 0
4333	ROW2	MOTOR, COOLING, SCR MEDIA, 4160 VOLT, 1200 RPM, 3PH, 60HZ, 400HP, NOCAT500H, GE	1 0
4768	ROW1-1B3	COUPLING, GEAR, STARTING MOTOR TO TORQUE CONVERTER, 501F, VOITH	1 0
5729	ROW1-1E3	CABLE, FIBER OPTIC, 1 MTR ST-ST, 6XV18205BH110, BREAKOUT2 PVC, SWPC	3 0
6821	ROW1-1C3	RACK, REDUANDANT SPLIT. SIEMENS SIMANTIC, S5 ZG155H, 501F, TXP	2 0
6822	ROW1-1C1	SUBRACK, SIMADYN-D, SR12 1, 6DD1682-OCCO, 501F, 12 SLOTS	5.0
6823	ROW1-1E3	FACEPLATE, BLIND, PLC S5, SIEMENS SIMANTIC, 501F, 6XF20086KBOO	27 0
6824	ROW1-1E3	COVER, SLOT, SIMADYN-D, SR81, 501F, 6DD16820AJ1	36.0
6828	ROW1-1C3	ASSEMBLY, FAN SIMANTIC S7, 6ES7408-1TAO1-OXAD, 501F, TXP	3.0
6829	ROW1-1E3	CABLE, CONNECTING,PLC S5-135U 721, 501F, TXP, 6ES57210B00	3.0
14403	ROW1-1C3	Analyzer, O2 & CO2; servomex model# 4900, continuous emissions analyzer; serial# 3842	1 0
50100081	ROW1-1E4	SWITCH, MICRO, MOTOR, FKG1N CKT BKR, W501F, VLP 12 60 94 01	6 0
50100082	ROW1-1E4	FILTER. OIL, FKG1N CKT BKR, W501F, VLN 55 14 85 01	4 0
50100083	ROW1-1D3	SWITCH, PRESSURE, FKG1N CKT BKR, W501F, VLB 12 59 08 01	2 0
50100084	ROW1-1E4	VALVE, BLEEDING, FKG1N CKT BKR, W501F, VLN 55 20 71 09	2 0
50100072	ROW1-1D6	MOTOR, PUMP, GEN BREAKER, ABB, 110-125V, GPFX052220R0001	2 0
50100073	ROW1-1E4	VALVE, CONTROL, OPEN, GEN BREAKER, W501F, GPFX730094R92	2 0
50100074	ROW1-1E4	VALVE, CONTROL, CLOSE, GEN BREAKER, W501F, GPFX730094R92	2 0
50100075	ROW1-1E3	BRUSHES, CARBON, GEN BREAKER, W501F GPFX052143P0098	4 0
50100048	ROW1-1A1	MOTOR, TURB ENC, HVAC, 10 HP, W501F, BALDOR M3714T	1 0
50100049	ROW1-1B4	MOTOR. TURB ENC, HVAC, 5 HP, W501F, BALDOR M3615T	1 0
50100051	ROW2	MOTOR, INDUCTION STARTING, W501F, SIEMENS	1.0
50100052	ROW11	JOINT. EXPANSION. EXHAUST MANIFOLD/TRANSITION, TURBINE, 501F, PT-WH-501F,	3 0
505-4800736	LSW	KIT, PARTS, COMBUSTION INSPECTION, 501F	1 0
505-5140003	ROW9	LOCK, STRIP, RE-SEAL KIT. BLADE RING, ROW 2. TURBINE, 501F,	2 0
505-5140004	ROW9	LOCK, STRIP, RE-SEAL KIT, BLADE RING, ROW 3, TURBINE, 501F,	2 0
505-4600046	ROW9	HELICOIL, BRUSH, RE-BRUSH KIT, BLADE RING, ROW 3, TURBINE,	30 0
505-4600047	ROW9	HELICOIL, RE-BRUSH KIT, BLADE RING, ROW 2, TURBINE, 501F,	31.0
50100002	ROW2	PUMP/MOTOR. 490 GPM, EMER LO. W501F, BUFFALO SIZE 706, MODEL CSWV	1 0
50100003	ROW2	MOTOR, 15 HP, 125 VDC, EMER LO, W501F, GE 5CD173ZD839A800	1 0
50100004	ROW2	PUMP, 675 GPM, MLO, W501F, BUFFALO SIZE 7011. VCRE	1 0
50100005	ROW2	MOTOR, 100 HP, 460 VAC, LO PUMP, W501F, GE 5KS405ST176C	1 0
50100006	ROW3	VALVE, 4"/ACT 45, LO TCV. W501F, FISHER ACT 657, BODY ET	1 0
50100110-2	ROW1-1B2	GASKET, SET, GSU XFRM, W501F, 245 MVA, RENAISSANCE	1.0
3982	ROW4	TUBE, SAMPLE. STAINLESS STEEL. HEATED. 5/16" O D . 70 FT LONG. 250 DEG. 1-PH,	1 0
3983	ROW4	TUBE, SAMPLE, STAINLESS STEEL, HEATED, 5/16" O D , 127 FT LONG, 250 DEG, 1-PH, PART# 88001361	1.0
3984	ROW4	TUBE, SAMPLE, STAINLESS STEEL, HEATED, 3/8" O D , 140 FT LONG, 350 DEG, 3-PH,	1 0
50100155	ROW1-1D3	THERMOMETER, OIL, TRANSFORMER, ALSTOM, 245 MVA, AKM 34 4 05 15-6-0	1.0
50100156	ROW1-1D3	THERMOMETER,WINDING,TRANSFORMER,ALSTOM, 245 MVA, AKM 35 4 01 15-6-6 0	1 0
50100113	ROW1-1D6	VALVE, RELIEF, GSU XFRM, W501F, 245 MVA	1 0
50100117	ROW5	PAD, BEARING, UPPER, AEROPAK I, 501F, 8103D27001	4 0
50100118	ROW5	PAD, BEARING, LOWER, AEROPAK I, 501F, 8103D27002	2.0
2569	ROW3	VALVE, MASONEILAN, 1 INCH, SW600LB, SCHEDULE 80. 011502564999, SER# 5-344844-1, PART# 88-18239	1 0
50100160	ROW1-1E3	VALVE, SERVO, IGV ACTUATOR, MOOG, 760N1105A	1.0

Appendix 2.01(a)
Schedule 2.01(a) - Excluded Inventory

Item	Bin	Description	Current Balance
50100121	ROW1-1E2	RTD, ASSY, 3 POSITION, AVR, W501F, SWPC PN: AUX0003282, CUTLER-HAMMER PN: 2190A89G02	1.0
50100122	ROW1-1D4	TRANSDUCER, ISOLATION, AVR, C-H, AUX0003289, 8650C80G01	1.0
50100123	ROW1-1D4	ASSEMBLY, THYRISTOR, AVR, SWPC, AUX0007544, C-H, 6D34462G99	1.0
50100124	ROW1-1D6	ASSEMBLY. UPPER STUD, AVR, SWPC, AUX0007550, C-H, DSII620H01	3.0
50100125	ROW1-1D2	ASSEMBLY, LOWER STUD, AVR, SWPC, AUX0007551, C-H, DSII620H02	3.0
50100126	ROW1-1E5	BOARD, BUFFER, WDR, AVR, SWPC, AUX0003632, C-H, 8522C51G01	1.0
50100127	ROW1-1D5	BOARD. MAIN CPU, WDR. AVR, SWPC, AUX0003633, C-H, 8522C52G01	1.0
50100128	ROW1-1D5	BOARD, WDR, REMOTE COMM, CPU, AVR, SWPC, AUX0003634, C-H, 8522C52G02	1.0
50100129	ROW1-1D2	BOARD. WDR. MEMORY. AVR. SWPC, AUX0003635. C-H, 8522C53G01	1.0
50100131	ROW1-1D4	TRANSDUCER, DC-DC ISOLATION, AVR, C-H, AUX0004389, 1A96166G54	1.0
50100132	ROW1-1D5	UPPER STUD, WDR AVR, CUTLER-HAMMER, AUX0004653, DSII632H01	1.0
50100133	ROW1-1D5	LOWER STUD, WDR, AVR, CUTLER-HAMMER, AUX0004654, DSII632H02	1.0
50100134	ROW1-1A3	ASSEMBLY, DXCB, AVR. CUTLER-HAMMER, AUX0003652. 2D80386G06	1.0
50100139	ROW1-1A2	ASSEMBLY, DXCB 600V TO 2000A, AVR, SWPC, AUX0003290, C-H, 2D80386G05	1.0
50100140	ROW1-1D4	MODULE, ANALOG INPUT/OUTPUT, AVR, SWPC, AUX0003291, CUTLER-HAMMER. 8650C86G01	1.0
50100141	ROW1-1D4	MODULE, DIGITAL INPUT/OUTPUT, AVR, SWPC PN: A, CUTLER-HAMMER PN: 8650C89G01	1.0
50100142	ROW1-1E5	OVR EXC PROT , OXP-1. AVR, SWPC. AUX0003655, C-H, 149D946G01	1.0
50100143	ROW1-1E5	THYRITE OVERCURRENT PROT, AVR, SWPC, AUX0003657, C-H, 5295C58G03	1.0
50100144	ROW1-1E5	THYRITE OVERCURRENT PROT, AVR, SWPC, AUX0003658, C-H, 6966D22G01	1.0
50100145	ROW1-1E5	MODULE, PSS INPUT/OUTPUT, AVR, SWPC, AUX0003659, C-H, 9185D75G01	1.0
50100146	ROW1-1D6	MODULE, SENSOR INPUT, AVR, CUTLER-HAMMER, AUX0003295, 8650C74G01	1.0
50100147	ROW1-1D4	ASSEMBLY, PC, BLOWN FUSE 277V, AVR, CUTLER-HAMMER, AUX0003661, 3728A31G03	1.0
50100148	ROW1-1D5	ASSEMBLY, GROUND DECTOR, AVR, SWPC, AUX0003306, C-H. 195C491G01	1.0
50100149	ROW5	CIRCUIT, AUCTIONEERING, AVR, SWPC, AUX0003307, C-H, 4A36502G02	1.0
50100152	ROW1-1A3	PANELMATE, AVR, CUTLER-HAMMER, AUX0007561, 195C492H21	1.0
50100153	ROW1-1D5	SUPPLY, POWER, AVR, W501F, SWPC PN: AUX0005313, CUTLER-HAMMER PN: 4A36433H03	1.0
4572	ROW5	RING, SEAL. OIL. BEARING. TURBINE. 501F, PART# 8103D26G01, SWPC	4.0
4115	ROW5	PAD, BEARING, LOWER, AEROPAK I, 501F, part# 8103D27003	2.0
50100035	ROW1-1B2	CONTROLER, VFD, ROTOR AIR COLLER, W501F, SV9F30AC5M0B00	1.0
50100036	ROW1-1B2	STARTER, NON-REVERSING, SZ 3, 120V, CUTLER-HAMMER, A200M3CAC	1.0
50100007	ROW1-1A4	MOTOR, 30 HP. 1773 RPM, FR 286T, 460 VAC, LUBE OIL COOLER, W501F	1.0
50100010	ROW3	VALVE/ACT, LO PRESS CONT, W501F, FISHER ACT/BODY TYPE 655/ED	1.0
50100011	ROW1-1C4	MOTOR, 15 HP. 460 VAC. CONT OIL, W501F, BALDOR 09R095X12962	1.0
50100013	ROW1-1B3	PUMP, VANE, 25 GPM, CONTROL OIL, W501F, REXROTH	1.0
50100014	ROW4	COOLER, CONTROL OIL, W501F, THERMAL TRANSFER PRODUCTS	1.0
50100015	ROW1-1B3	MOTOR, 1/3 HP, 230/460 VAC, CONT OIL FAN, W501F, BALDOR	1.0
50100016	ROW5	VALVE, 8", FG OST, W501F. FISHER ACT 1031/1035, BODY A41	1.0
50100018	ROW4	VALVE, 6", FG MAIN PCV, W501F, FISHER ACT/BODY 1052/8560	1.0
50100018	ROW3, ROW4	VALVE, 6", FG MAIN PCV. W501F, FISHER ACT/BODY 1052/8560	2.0
50100019	ROW3	VALVE, 2", 300#, RF FLANGE, FG START PCV, W501F, FISHER, 310A-32A	1.0
50100022	ROW3	VALVE, 18", LP BLEED, W501F, FISHER ACT/VLV 1031/A31A	2.0
50100023	ROW3	VALVE, 16", HP BLEED, W501F, FISHER ACT/VLV 1031/A41	3.0
50100024	ROW9	ACTUATOR, IGV, W501F, MOOG 85-616C101	1.0
50100025	ROW1-1B4	MOTOR, MECH PKG HVAC, W501F, BALDOR CP3661T-4	1.0
50100027	ROW5	VALVE, 3", 3RD STG TCV, W501F, FISHER ACT/VLV HYTORK 280/A41	1.0
50100028	ROW9	CHARGER, BATTERY, W501F, CUSTOM PWR BCF-60100-480-3-60	2.0
50100029	ROW9	TRANSFORMER, 30 KVA/120 VAC. W501F, CUTLER HAMMER T30201	1.0
50100030	ROW9	TRANSFORMER, 15 KVA/120 VAC, W501F,CUTLER HAMMER C0015P7HSES	1.0
50100031	ROW1-1B1	RELAY, W501F. BECKWITH 3420-A3DE	1.0
50100032	ROW1-1B1	RELAY, W501F, BECKWITH 3430-A3DE	1.0
50100033	ROW1-1B2	RELAY, SYNC CHECK, W501F, SWPC AUX0001382, BASLER ELECTIRC BE125-M1EA7PN5U6F	1.0
50100041	ROW3	GEARBOX, W501F, VOITH TURBO EL7.5 YGTM2.2-86	1.0
50100085	ROW1-1E3	GAUGE, PRESSURE. GEN BREAKER, W501F, HAGG100471P12	2.0
50100086	ROW1-1E3	GAUGE, PRESSURE, GEN BREAKER, W501F, HAGG100471P11	2.0
50100087	ROW1-1E3	MONITOR, DENSITY. SF6, GEN BREAKER, W501F, HAGG300805P1	2.0
50100088	ROW1-1E3	MONITOR, DENSITY, SF6, GEN BREAKER, W501F, HAGG301141P1	2.0
50100089	ROW1-1E4	LIGHT, RED INDICATING, 125V, GEN BREAKER, W501F, W-654-436	6.0
50100090	ROW1-1E4	LIGHT, GREEN INDICATING, 125V, GEN BREAKER, W501F, W-654-437	4.0
50100091	ROW1-1E2	RELAY. AUX. 3-POLE. 125V. GEN BREAKER, W501F, W-571-126	2.0
50100092	ROW1-1E2	RELAY, AUX, 4-POLE, 125V, GEN BREAKER, W501F, W-571-139	2.0
50100093	ROW1-1E2	RELAY, AUX, 2-POLE. 125V. GEN BREAKER, W501F, W-571-144	2.0
50100094	ROW1-1E2	RELAY, AUX, 2-POLE, 125V, GEN BREAKER, W501F, W-571-148	2.0
50100095	ROW1-1E2	RELAY, TIMING, 2-POLE. 125V, GEN BREAKER, W501F. W-528-567	2.0
50100096	ROW1-1D3	MOTOR, REVERSING, STARTING, GEN BKR, W501F, 73-151-728-801	2.0

Appendix 2.01(a)
Schedule 2.01(a) - Excluded Inventory

Item	Bin	Description	Current Balance
50100097	ROW1-1D5	MOTOR, NON-REVERSE, STARTING, GEN BKR, W501F, 73-151-729-801	2.0
50100098	ROW1-1E4	FUSE, 15A, 600V, FRS-R-15, GEN BKR, W501F, 652-346	8.0
50100099	ROW1-1E4	FUSE, 3A, 600V, FRS-R-35, GEN BKR, W501F, 652-347	16.0
50100100	ROW1-1E4	SENSOR, VOLTAGE, GEN BKR, W501F, W-519-220	2.0
50100101	ROW1-1E2	RELAY, TIMING DELAY. GEN BKR, W501F, W-528-124	2.0
50100102	ROW1-1E2	RELAY, TIMING, GEN BKR, W501F, W-528-139	2.0
50100105	ROW9	BUSHING, LOW VOLTAGE, GSU TRANSFORMER, W501F, LF126007-A. ABB	1.0
50100058	ROW3	PUMP, STARTING PACKAGE BOOSTER, W501F, ALLWEILLER	1.0
50100060	ROW1-1B4	MOTOR, 30 HP, 1175 RPM. 230/460 VAC. FR 326T, TEFC, INVERTER DUTY. TECO-WESTINGHOUSE	1.0
1633	ROW1-1F1	PROCESSOR, SIM D, PMR, CONTROLLER, TXP, SWPC PN: AUX0010288, SIEMENS IC PN: 6DD16000AK0	5.0
1636	ROW1-1D1	MODULE. ANALOG I/O, EM11. TXP. SWPC AUX0010290, SIEMENS IC 6DD16400AC0	5.0
1638	ROW1-1D1	MODULE, COMMUNICATION, MASTER, CS12, TXP, SWPC PN: AUX0010291, SIEMENS IC PN: 6DD16600BD0	5.0
1640	ROW1-1D1	MODULE, COMMUNICATION, CSH11, TXP, SWPC, AUX0010293. SIEMENS IC, 6DD16610AB1	6.0
1644	ROW1-1E6	SUPPLY, POWER; SIMADYN 24VDC, TXP, 6DD16830CC0	5.0
1646	ROW1-1E1	MODULE. IM 308 L2 BUS. PLC S5, TXP, SWPC PN: AUX0008796, SIEMENS IC PN: 6ES53083UC21	5.0
1647	ROW1-1F1	MODULE, INTERFACE, IM 324R, PLCS S5, TXP, SWPC PN: AUX0010302, SIEMENS IC: 6ES53243UR11	5.0
1648	ROW1-1E1	CPU 948R, TXP. SWPC, 6ES59483UR23T	5.0
1649	ROW1-1E1	SUPPLY, POWER; AP RACK, TXP, SWPC PN: AUX0010A9H, SIEMENS IC PN: 6ES59557NC11 VER 03	4.0
1662	ROW1-1F1	CP 1430 H1 MOD, TXP, SWPC, 6GK11430TB01	5.0
1679	ROW1-1B3	BREATHER, AIR, TRANSORMER, ALSTOM, 245 MVA,	1.0
1680	ROW9	FAN, COOLING, TRANSFORMER. ALSTOM, 245 MVA.	1.0
1681	ROW1-1B2	RELAY, BUCHOLZ, TRANSFORMER, ALSTOM, 245 MVA,	1.0
1682	ROW1-1C1	INDICATOR,OIL LEVEL,TRANSORMER.ALSTOM.245 MVA,	1.0
50100076	ROW1-1A1	MOTOR, FKG1N CKT BREAKER, W501F, VL 02 31 41 71	2.0
50100077	ROW1-1E4	COIL, TRIPPING/CLOSING, FKG1N CKT BKR. W501F,VL 96 14 53 002	8.0
50100079	ROW1-1D4	MONITOR, GAS DENSITY, W501F, VLN 55 14 84 12	2.0
50100080	ROW1-1E4	CONTACT. AUX , FKG1N CKT BREAKER, W501F. VLN 55 15 01 01	6.0

Appendix 4.11
Schedule 4.11 - Inventory

Item	Bin	Description	Current Balance
12300033	M-3-C3	THERMOMETER, REXROTH HYDRAULIC POWER UNIT	1.0
12300034	M-3-C3	SWITCH,TEMPERATURE,REXROTH HYDRAULIC POWER UNIT	1 0
12300037	M-3-C3	BREATHER, REXROTH HYDRAULIC POWER UNIT	2.0
12300038	M-3-C3	STRAINER, SUCTION, MICRON, 200, REXROTH HYDRAULIC POWER	6 0
12300039	W-3-D4	PUMP,AXIAL PISTON,REXROTH HYDRAULIC POWER UNIT,	1.0
12300040	W-3-D4	PUMP, GPM VANE, REXROTH HYDRAULIC POWER UNIT,	1 0
12300042	M-4-D5-2B	VALVE,CHECK,REXROTH HYDRAULIC POWER UNIT, INLET	3.0
12300049	M-3-C3	SWITCH,PRESSURE,REXROTH HYDRAULIC POWER UNIT	3 0
12300052	M-3-D2	TRANSMITTER,PRESSURE,REXROTH HYDRAULIC POWER UNIT	1.0
12965	M-4-A3-3A	BALANCE WEIGHT, EXCITER END, #A00A11D53	11 0
1520	M-1-C7	PRESSURE TRANSDUCER, INLET FOGGING SYSTEM RANGE: 150	1.0
1521	M-1-C7	TRANSDUCER,PRESSURE, OUTLET, INLET FOGGING SYSTEM	3 0
1531	M-3-C13	BELT, PUMP #781, 5 HP, INLET FOGGING SYSTEM, BX46	4.0
1532	M-3-C13	BELT, PUMP #781, 10 HP, INLET FOGGING SYSTEM, BX42	4 0
1533	M-3-C13	BELT, PUMP #661, 20 HP, INLET FOGGING SYSTEM, BX52	4.0
1534	M-3-C13	BELT, PUMP #3811, 30 HP, INLET FOGGING SYSTEM, 5VX680	4 0
1561	M-3-C4	MODULE, ACTIVE BUS, 2X40, PS/M, ET200, TXP, SWPC:	1.0
1562	M-3-C4	MODULE, BUS, REDUNDANT, IM153-2, ET200M, TXP,	1 0
1570	M-3-C5	MODULE, ANALOG OUTPUT, 4CH, TXP, SPWC PN: AUX0010312,	3.0
1572	M-4-A2-3A	SIMATIC S7,FRONT CONN,20-PIN,SCREW, TXP, 6ES73921AJ000AA0,	1 0
1573	M-4-A2-4A	BATTERY, POWER SUPPLY, PLC, TXP, SWPC AUX0010313, SIEMENS	9.0
1579	M-4-A2-1C	DIODE, ZENER, 25V, 5W, TXP, W501F, SWPC. AUX0010272, SIEMENS	1 0
1582	M-4-A2-1D	RELAY TERMINAL BLOCK, 24V,1NO DEK-REL-24/1/AK, TXP, SWPC:	1 0
1586	M-4-A2-1D	CIRCUIT BREAKER, 1P, 2A, TXP, SWPC: AUX0010280, SIEMENS IC:	1 0
1590	M-4-A2-4D	FUSE, .5A W/BLOWN FUSE INDICATION, TXP, GMT.5A	21.0
1592	M-4-A2-4D	FUSE 1AMP, TXP, GMT1 - SAME AS 1591	22 0
1593	M-4-A2-4D	FUSE, 2A, 60VDC, FAST ACTING, COLOR-ORANGE, TXP, SWPC,	1.0
1623	M-4-A2-3D	AMP, ISOLATION, 30MA, CONTROLLER, TXP, SWPC ID#: 2333, VEND	2 0
1624	M-4-A2-2A	BREAKER, CIRCUIT, 10A, CONTROLLER, TXP, SWPC, 5530957,	1.0
1625	M-4-A2-2B	BREAKER, CIRCUIT, 1A, CONTROLLER, TXP, SWPC ID# 2221, VEND	4 0
1626	M-4-A2-4C	BREAKER, CIRCUIT, 4A, CONTROLLER, TXP, SWPC, 5531354	1.0
1628	M-4-A2-1B	BREAKER, CIRCUIT, 8A, CONTROLLER, TXP, SWPC, 5531749	1 0
1629	M-4-A2-3B	CIRCUIT BREAKER, 6A, TXP, SWPC: AUX0010282, SIEMENS IC:	1.0
1630	M-4-A2-4B	CIRCUIT BREAKER, 20A, 1 POLE, CONTROLLER, TXP, SWPC.	1 0
1631	M-4-A2-3C	CIRCUIT BREAKER, 25A, 1 POLE, CONTROLLER, TXP, SWPC:	1.0
1632	M-4-A2-2C	CONTACT, AUXILIARY, CONTROLLER, TXP, SWPC, 5SX9100	1 0
1633	I-1-A	PROCESSOR, SIM D, PMR, CONTROLLER, TXP, SWPC PN:	1.0
1634	I-1-A	IT 41 SUBMODULE, CONTROLLER, TXP, SWPC, 6DD16063AC0	2 0
1635	M-4-A2-1C	SUBMODULE, MS5 MEMORY, 2MB FLASHCARD, TXP, SWPC,	2.0
1636	I-1-A	MODULE, ANALOG I/O, EM11, TXP, SWPC AUX0010290, SIEMENS IC	1 0
1637	I-1-A	EA12 ANALOG IO, TXP, SWPC, 6DD16420BC0	2.0
1638	I-1-A	MODULE, COMMUNICATION, MASTER, CS12, TXP, SWPC PN:	1 0
1639	I-1-A	MODULE, COMMUNICATION, SLAVE, CS22, TXP, SWPC PN:	2.0
1640	I-1-A	MODULE, COMMUNICATION, CSH11, TXP, SWPC, AUX0010293,	1 0
1642	M-3-C5	SB 30 DIGIT IO,TXP, SWPC, 6DD16810DD1	2.0
1643	M-3-C4	MODULE, RELAY, SB30, TXP, SWPC, 6DD16810DE1	2 0
1644	M-3-C5	SUPPLY, POWER; SIMADYN 24VDC, TXP, 6DD16830CC0	1.0
1646	I-1-B	MODULE, IM 308 L2 BUS, PLC S5, TXP, SWPC PN: AUX0008796,	1 0
1646	M-B-1	MODULE, IM 308 L2 BUS, PLC S5, TXP, SWPC PN: AUX0008796,	5.0
1650	M-4-A2-1A	BATTERY, BACKUP, TXP, SWPC, 6ES59800MA11,	4 0
1651	M-3-C5	MODULE, IM 153-2, ET200M PLC, TXP, SWPC PN:AUX0029423,	3.0
1652	M-3-C5	MODULE, DIGITAL INPUT, DI 16*DC24V, SM321, DIGITAL EINGABE,	3 0
1653	M-3-C5	MODULE, DIGITAL OUTPUT, 16PTS, TXP, SWPC PN: AUX0010308,	4.0
1654	M-3-C5	MODULE, RELAY, DIGITAL OUTPUT, 8PTS, TXP, SWPC, AUX0010309,	5 0
1656	M-3-C4	MODULE, ANALOG INPUT, 4CH, TXP, SWPC, AUX0010311, SIEMENS	2.0
1658	M-4-A2-4A	BATTERY, BACKUP, 1 9A, TXP, SWPC, 6ES79710BA00, AUX 0010313	9 0
1659	M-4-B2-1B	SINEC L2 BUS CONN, TXP, 6ES79720BB400XA0	1.0
1660	M-4-A2-1B	BATTERY, S5 BACKUP, 3 6V, TXP, SWPC PN: AUX0010315, SIEMENS	8 0
1663	M-3-C4	OPTICAL LINK L2 BUS, TXP, SWPC, 6GK15023CB10 - PART	3.0
1664	M-4-A2-1A	TRANSDUCER, TXP, DK6-I/U-0-20MA/0, SWPC, 2337	2 0
1665	M-4-B2-1A	DIODE, WITH HEATSINK, TXP, SWPC PN: AUX00108PO, SIEMENS IC	1.0
1666	I-1-A	CONVERTER, 125VDC TO 24VDC, TXP, SWPC. AUX0008455,	5 0

Item	Bin	Description	Current Balance
1668	M-3-C4	UV DETECTOR, TXP, LINE ITEM 36030-01, AUX0007885	1.0
1669	M-4-A2-2D	MODULE, DIODE, TXP, W501F, 300V, 15A MG, 2950064	1.0
1732	M-3-B11	BREAKER, 480V 50A CUTLER HAMMER HMCP050K2C, GE,	2.0
1734	M-3-B11	BREAKER, 480V, 150A, 3-PH, CUTLER-HAMMER, HMCP150U4C	3.0
1736	M-3-B9	BREAKER, 480V 20A, HFD3020 , CUTLER HAMMER, 6639C86G85	2.0
1737	M-3-D7	BREAKER, 480V 30A, HFD3030,CUTLER HAMMER, 6639C86G87	1.0
1740	M-3-B11	BREAKER, 480V 50A, HFD3050, SERIES C, CUTLER HAMMER,	2.0
1741	M-3-B9	BREAKER, 480V 70A, HFD3070, GE, 6639C86G93	2.0
1742	M-3-B10	BREAKER, 480V 100A, HFD3100, GE, 6639C86G96	1.0
1744	M-3-B11	STARTER, SZ 2, 120V, CUTLER-HAMMER, A200M2CAC, 6710C51G05	2.0
1842	M-1-C10	KIT, REPAIR, 1/2"-STEM, 2-3/16" BOSS, TYPE ET, 2" VALVE, FISHER,	3.0
1868	M-1-C10	CAGE, EQ%, TYPE ET 4" VALVE, 4, 4-3/8 PORT, FISHER 2U236333272	1.0
1869	M-1-C10	CAGE, EQ%, TYPE ET 4" VALVE, 2, 2-5/16 PORT, FISHER	1.0
1872	M-4-F5-3A	GASKET SET, TYPE ET, 2" VALVE, FUEL GAS HEADER, FISHER,	1.0
1875	M-4-E5-3B	RING, BACK-UP, TYPE ET, 4" VALVE, FISHER, 1V659805292	1.0
1876	M-4-F5-2C	RING, SEAL, TYPE ET, 4" VALVE, FISHER, 1V659905092	1.0
1899	M-4-F4-2B	O-RING, 8", TYPE A41, VALVE, FISHER, V110611X022	1.0
1900	M-4-E5-1A	DISC, RETAINER, 2 IN, 50%, TYPE 310A 2" REG, FISHER,	2.0
1901	M-1-C9	KIT, REPAIR, TYPE 310A 2" REG, FISHER, R310X000042	1.0
1902	M-4-E5-1B	KIT, REPAIR, TYPE 32A, PILOT, FISHER, R32AX0000022	1.0
1903	M-4-E5-1A	BUSHING, SIZE 3-4, TYPE 32A, PILOT, FISHER, 1F262035032	1.0
1904	M-4-E5-1A	ASSEMBLY, ORIFICE, 1/8, TYPE 32A, PILOT, FISHER, 1R7430000A2	2.0
1905	M-4-E5-1A	ORIFICE, BLEED, 3/16, TYPE 32A, PILOT, FISHER, 1R743835162	1.0
1906	M-1-C10	SEAT RING, 2, 2-5/16 PORT, 1 CAGE TRIM, FULL CAPACITY, FISHER,	1.0
1907	M-4-E5-3B	RING, BACK-UP, TYPE ET, 2" VALVE, FISHER, 1V550705292	1.0
1908	M-4-E5-3B	SEAL RING, TYPE ET, 2" VALVE, FISHER, 1V550805092	1.0
1909	M-4-F5-3B	PLUG, STEM, BAL, TYPE ET, 2" VALVE, FUEL GAS HEADER, FISHER,	1.0
1934	M-1-A1	VALVE, SOLENOID, PUMP CONTROLLER, FIRETROL, FTA 1100, SV-	1.0
2018	M-3-C13	V-BELT, 8 GROOVE, BANDED, LUBE OIL COOLER, DAYCO,3VX-1320	2.0
2029	M-3-B4	SWITCH, TURBINE ENCLOSURE THERMOSTAT, MERCOID, DWYER,	1.0
2123	M-4-B4-1C	FLOWMETER, TUBE CUBE, .2-2 L/MIN, CEMS, 82000008-3	1.0
2124	M-4-B4-3D	FLOWMETER, TUBE CUBE, .5-5 L/MIN, CEMS, 82000008-5	1.0
2125	M-4-B4-3D	FLOWMETER, TUBE CUBE, 1-10 L/MIN, CEMS, 82000008-7	1.0
2128	M-1-B3	TUBING, NORPRENE, SIZE 15, 50', 81010027-7, 06404-15	1.0
2129	M-4-B4-2D	KIT, REBUILD KIT, SAMPLE PUMP, CEMS, 81010006 USE ITEM	6.0
2132	M-1-C4	MODULE, DIGITAL IN, 16 CH, PLC, 22000026-5	1.0
2134	M-1-B3	MODULE, RELAY, OUT, 16 CH, PLC, CISCO, 22000026-6	1.0
2135	M-1-C4	POWER SUPPLY, PLC, CISCO, 22000026-3	1.0
2137	M-4-B4-4A	RELAY, SOLID STATE, 120VAC, 12A, CISCO, 45000011	1.0
2138	M-4-B4-4A	RELAY, DPDT, 24VDC, 10A, CEMS, 45000012	1.0
2139	M-1-B3	PUMP, LIQUID, SUBMERSIBLE, 80 GPH, CEMS, CISCO, 81010030	1.0
2140	M-4-B4-4D	VALVE, SOL, 2W, NC, SS, 24VDC, 1/8 ORIFICE, CEMS, 82020009	1.0
2141	M-4-B4-3C	VALVE, NEEDLE, REGULATING, .172 ORIFICE, 1/4 T, CEMS, 82010019	1.0
2143	M-1-C4	SWITCH, VAC, 4 0-28 2" HG, SS, 1A SPDT, CEMS, 81020001	1.0
2144	M-4-B4-4C	CONTROL, CONDENSATE, 24VDC, CISCO, CEMS, 22000019	1.0
2146	M-1-C4	POWER SUPPLY, LINEAR, 24VDC, 4 8A, CEMS, 40000013	1.0
2147	M-1-C4	FLOWMETER, PM, SS, NO VALVE, .5-5 L/MIN, CEMS, 82000003-5	1.0
2152	M-1-C4	REGULATOR, PRESSURE, 0-15 PSI, GH10XT2230B, CEMS,	1.0
2153	M-1-C4	REGULATOR, BACK PRESSURE, 0-15 PSI, GH30XTHAXSXB, CEMS,	1.0
2156	M-4-B4-3A	KIT, REBUILD, GH10XTHEXXX-X, CEMS, 81000010	1.0
2160	M-3-C4	MODULE, FRONT END, FAST I/O, TXP, SWPC PN: AUX0010297,	1.0
2161	M-3-C4	MODULE, OPTICAL LINK, TXP, 6GK1-102-4AA00	1.0
2200002	M-2-B1	GASKET, COVER, O-RING, LUBE OIL FILTER HOUSING, 458V, NFS,	3.0
2200004	M-2-B2	FILTER, ELEMENT, PALL, RECIRC, CONTROL OIL, HC9600FKP8H,	6.0
2200005	M-2-B2	FILTER, DISCHARGE, CONTROL OIL, PALL HC9601FDP8H,	6.0
2200007	M-3-D4	KIT, REPAIR, BLADDER, 5GAL 3000PSI, CONTROL OIL, US00884544,	2.0
2200009	W-3-D4	EXCHANGER, HEAT, HYDROTECH, US00839902	1.0
2200013	M-4-D5-2A	VALVE, PRESSURE REGULATOR, DBDS6G1X/200/12, R900341066,	2.0
2200018	W-3-D1	MOTOR, PUMP, MTRB15H1750R254TCNFT460/3, HYDROTEC,	1.0
2200021	M-4-D5-2A	VALVE, RELIEF, DBDS-20K1X/25, HYDROTECH, REXROTH,	2.0
2200022	M-4-D5-2B	VALVE, RELIEF, DBDS10K18/100, HYDROTECH, REXROTH,	2.0
2200023	M-4-D5-2C	VALVE, CHECK, M-SR20KE0S-1X/, HYDROTECH, REXROTH,	2.0
2200024	M-4-D5-2D	ELEMENT, LOGIC, LC16B05D-7X, HYDROTECH, REXROTH,	2.0
2200025	M-4-D5-1B	COVER, LOGIC, LFA16H2-7X/F/12, HYDROTECH, REXROTH,	2.0
2200026	M-4-D5-1C	VALVE, PRESSURE REGULATOR, DBDS6K18/100, R900423723	2.0
2200059	M-1-C6	SWITCH, PRESSURE, 30" H20D 15A, 125/250 VAC, ASHCROFT, JAY	1.0
2200062	M-1-C11	TRANSMITTER, I/P, TYPE 846, 3311 / 846	1.0

Item	Bin	Description	Current Balance
2200065	W-3-C7	THERMOCOUPLE, CT DISC CAVITY 3, BRADLEY, LPG 7863D60002	1 0
2200066	W-3-C7	THERMOCOUPLE, CT DISC CAVITY 4, BRADLEY, LPG 7863D60003	2.0
2200067	W-3-C7	THERMOCOUPLE, CT DISC CAVITY 2, BRADLEY, LPG 7863D60006	2 0
2200068	M-3-D3	LUBE OIL COOLER BEARING, FAN SHAFT UPPER, 2-15/16" SCM,	1.0
2200069	M-3-D3	LUBE OIL COOLER BEARING, FAN SHAFT LOWER, 2-15/16" E, GEA,	1 0
2200072	M-3-A11	SWITCH, PRESSURE,LUBE OIL, 0-200 PSI, UNITED ELECTRIC, J402-	5.0
2200189	W-3-C8	THERMOCOUPLE, T/C ASSY, SWPC, 7940D47G01	1 0
2200190	M-4-B2-1D	FERRULE, FOR FLASHBACK T/C, SWPC, 1853J04080	100.0
2200192	W-3-C8	THERMOCOUPLE, ASSY, ROTOR AIR RETURN, TYPE K, S/W#	2 0
2200193	W-3-C8	THERMOCOUPLE, T/C ELEMENT ONLY,T2C, TYPE K, PYCO #	3.0
2200259	I-1-A	TACHOMETER, PROCESS, OVERSPEED, DIGITAL, SWPC, T77430-11	1 0
2200268	M-3-D5	IGNITOR, EXCITOR IGNITION, SWPC, AUX0001164,	2.0
2200335	M-4-F1-2A	IGNITION ASSEMBLY, SWPC, 4212C12G01	3 0
2200336	M-4-B2-2A	GASKET, PILOT NOZZLE, GRAPHITE, SIEMENS 4216C47001,	49.0
2200337	W-3-D3	COUPLING, MARMAN, TORQUE 80-90#-IN, SWPC, 2337C41001	166 0
2200338	M-4-F1-2A	IGNITOR, SPARKPLUG, CH38039, SWPC, 1772D32001	5.0
2200339	M-4-F1-2A	EXTENSION, IGNITOR, SHIELDED, SWPC, 1741D82001, CHAMPION,	4 0
2200345	M-4-B5-3D	DETECTOR, THERMAL, 160 DEGREE F, AM FIRE, 12-E27121-000-03	1.0
2200346	M-4-B5-3D	DETECTOR, THERMAL, 225 DEGREE, AM FIRE, 12-E27121-000-05	1 0
2200351	I-1-C	CARD, MONITOR MODULE, NOTIFIER, AM FIRE, XP10-M	1.0
2200356	I-1-C	TRANSMITTER, COMBUSTIBLE GAS, LEL, AMFIRE, DETRONICS	1 0
2200357	M-4-B4-2B	SET, SEAL, FILTER HOLDER, VITON, CEMS, 83500070	20.0
2200358	M-1-C3	FILTER ELEMENT, CEMS , 99 99%, 0 1 UM , CISCO, 83500002	16 0
2200359	M-1-C3	FILTER ELEMENT, PARTICULATE, 99.99%, CEMS, 83500078	6.0
2200360	M-4-B4-4D	FILTER DISC ALUMINUM OXIDE, 3 5" X .25", CEMS, 83500014	9 0
2200361	M-1-C3	FILTER, COALESCING, CEMS, I/A,95% REM 0.1, CEMS, 83500076,	9.0
2200362	M-4-B4-1B	FUSE, 2A 3AG 250 V, CEMS, 43015003-2	6 0
2200363	M-4-B4-3B	DIODE, 1N4005, CEMS, 48000009	9.0
2200364	M-4-B4-1D	WASHER, TEFLON, CGA 660 CYL REG, CEMS, 28500016-2	16 0
2200368	M-4-B4-4B	KIT, REBUILT, REGULATOR, 44-3400 SERIES, CEMS, 81001037-2	1.0
2200370	M-1-C3	SET, GASKET, SAMPLE PROBE, HIGH TEMP, NON METALLIC, CEMS,	8 0
2200372	M-3-C10	DETECTOR, FLAME SCANNER, ALLESCO, 46048-	3.0
2200373	M-3-D10	SWITCH, FLAME, U/V, EDISON, SCHRAMM, 424-00061	3 0
2200380	M-1-C4	PUMP HEAD, LEXAN PC HSG, STD LOAD, CEMS, 81010029 SAMPLE	1.0
2200382	M-1-C3	PUMP, DRIVE, FIXED SPEED, 12 RPM, 115V, CISCO, 81010057-12,	1 0
2200383	M-1-D3	PUMP, SINGLE, ALUMINUM HEAD, CISCO, 81010014, CEMS	1.0
2200458	M-1-D6	KIT, OVERHAUL, 7100 SERIES, TEC, 32319485	1 0
2200459	M-1-D6	KIT, VALVE GASKET, 7100 SERIES AIR COMPRESSOR, IR, 32229882	4.0
2200460	M-2-C5	FILTER, ELEMENT, AIR, 10MC, 7100 SERIES AIR COMP, INGERSOLL,	6 0
2200463	M-1-D6	SWITCH, OIL LEVEL, 7100 SERIES, TEC, 32276313	2.0
2200465	M-1-B7	FILTER, MOISTURE ELEMENT, LS-10, 02250081-108	4 0
2200468	M-2-B3	FILTER, OIL, LS-10, SULLAIR, 250025-525	6.0
2200480	M-2-B3	FILTER, ELEMENT, HANKISON AIR DRYER DH115, TEC, HFF 7-12-3-	4 0
2200481	M-2-C5	FILTER, ELEMENT, AIR DRYER DH115, TEC, HF5-28-8DGL#EF5-28	2.0
2200486	M-1-B4	HOUSING, FILTER, HYDRAULIC, GAS VALVES, MOOG **USE P/N	1 0
2200592	M-1-D4	BRUSH, EMERGENCY LUBE OIL, GE 125VDC MOTOR, HELWIG	11.0
2200597	I-1-B	DIODE, 400V, 380A, CPI, SW04PHN300	2 0
2200598	M-3-C8	TIMER, EQUALIZER, OMRON, H3CA-A FOR BATTERY CHARGER	1.0
2200599	I-4-G1-E	LED, GREEN, 4305H5	10 0
2200600	I-4-G1-E	LED, RED, IDI, 4305H1	4.0
2200601	I-4-G1-F	COVER, LED, WHITE, EAO, 11-931 9	6 0
2200602	M-4-A4-2A	POTENTIOMETER, 10 KOHM, BOURNS, 3540S-1-103	1.0
2200604	I-1-B	CARD, ALARM BOARD, PC ASSEMBLY, CPI, C163-130	2 0
2200606	M-4-A4-4C	RESISTOR, CLARO, CPI, WW-20K-10W	1.0
2200607	M-4-A4-4C	RESISTOR, CLARO, CPI, WW-5K-5W	4 0
2200608	M-4-A4-3B	SURGE PROTECTOR GE V250PA40C	6.0
2200627	I-4-G1-O	HEATER, OVERLOAD, 814-1 32 AMP, C-H H2004B-3, GE, FH94	3 0
2212	W-3-B4	FILTER,ELEMENT, SEPARATOR, FUEL GAS MAIN	3.0
2309	M-4-D4-3C	FILTER ELEMENT KIT, 90 MICRON, INLET FOGGING SYSTEM, GT-	17 0
2312	W-3-B3	FILTER, INLET AIR, 26" CYLINDRICAL, DONALDSON, P191280	11.0
2313	W-3-A3	FILTER, INLET AIR, 26" CONICAL, DONALDSON, P191281	10 0
2385	M-2-C5	FILTER, WATER INJECTION, PILOT GAS, HYDAC, SZ-2-20-MS-V	3.0
2398	M-1-D7	PROBE, THRUST, 3300XL 8MM, 3/8-24 UNF, 330101-00-20-90-02-00	6 0
2400	M-3-D3	KIT, DISC CAVITY, ITEM 006,002,003, W501F, 2283J4106D	1.0
2408	M-1-B5	GAUGE, PRESSURE, GEN BREAKER, W501F, HAGG100471P10	1 0
2409	M-1-B5	MONITOR, GAS DENSITY, GEN BREAKER, HAGG301141P1	2.0
2410	FC-2-1B	OIL, HYDRAULIC, GEN BREAKER, HASV405272R10	4 0

Item	Bin	Description	Current Balance
2411	M-1-B5	PASTE, CONTACT, GEN BREAKER, HATM405593R2	2.0
2412	M-1-B5	GREASE, GEN BREAKER, ABB, HAGT556460R1	2.0
2413	M-1-B5	SWITCH, CONTROL, GEN BREAKER, 74202WT	1.0
2414	M-1-B5	SWITCH, LOCAL REMOTE, 5-DECK, GEN BREAKER, 24905B-2	1.0
2415	M-1-B6	SWITCH DISCONNECT, GEN BREAKER, 74202D	1.0
2416	M-1-B6	RELAY, 125VDC, 4-NO LO SPRING ENERGY, GEN BKR, D26MRD40A1	1.0
2417	M-1-B6	RELAY, LATCHING, 125VDC, 2-NO, GEN BKR, D26MRD202A1	1.0
2418	M-1-B6	RELAY, COIL, 125VDC, 2-NO, GEN BKR, D26MRD70A1	1.0
2419	M-1-B6	RELAY, COIL, 125VDC, 4-NO, CLOSE, GEN BKR, D26MRD601A1	1.0
2420	M-1-B6	RELAY, COIL, 125VDC, 4-NO, LO SF6 BLOCK TRIP, GEN BKR,	1.0
2421	M-1-B6	RELAY, COIL, 125VDC, 2-NO, ANTI-PUMP, GEN BKR, D26MRD20A1	2.0
2422	M-1-B5	SWITCH, DISCONNECT, 89 NEMA, REVERSING STARTER, GEN BKR,	1.0
2423	M-1-B6	KIT, FACTORY CONVERSION, 125VDC, GEN BKR, C335KD4A4	1.0
2424	M-1-B5	CONTACT, AUXILIARY, GEN BKR, C320KGT3	1.0
2425	M-1-B5	RELAY, TIME DELAY, 125VDC, PUMO EXCESS ALARM, GEN BKR	1.0
2426	M-1-B6	BREAKER, MINI, 2 POLE, 15A 500VDC, GEN BKR, S282UC-K16	1.0
2427	M-1-B6	BREAKER, MINI,3 POLE,10A 480VDC, 65KA IC, GEN BKR,S283-K10	1.0
2429	M-1-B6	BREAKER, MINI, 1 POLE,20A 240VAC, GEN BKR, S271-K20	1.0
2432	M-1-B6	BREAKER, MINI, 3 POLE, 1A 480VDC, GEN BKR, S273-K1	1.0
2433	M-1-B6	BREAKER, MINI, 1 POLE, 1A 240VAC, GEN BKR, S271-K1	1.0
2436	M-1-B6	LENS, CLEAR, 125VDC, TYPE ET-16 LIGHT, GEN BKR,	1.0
2437	M-1-B6	STARTER, WITH OVERLOAD, 125VDC, GEN BKR, CR306S026DEA	1.0
2438	M-1-B6	BLOCK, ADDER N.O., GEN BKR, CR305X100D	1.0
2439	M-1-B6	OVERLOAD, GEN BKR, CR324C360A	1.0
2440	M-1-B6	HEATER, GEN BKR, CR123C630A	1.0
2441	M-1-B6	RELAY, UNDERVOLTAGE, 85-100VDC, 8 PIN SOCKET, GEN BKR	1.0
2443	M-1-B6	RESISTOR, 500 OHM, SET @ 43 OHM, GEN BKR, D50K50R	1.0
2444	M-1-B6	HEATER, 350W @ 240VAC, GEN BKR, 2766	1.0
2445	M-1-B6	BLOCK, 12 POINT TERMINAL, GEN BKR, CR151B2	1.0
2475	M-3-C3	SWITCH, DP, CONTROL OIL, POLISHING FILTER, W501F, PALL,	1.0
2476	M-3-C3	SWITCH, DP, CONTROL OIL, MAIN SYSTEM FILTER, W501F, PALL,	1.0
2481	W-2-T2	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 005	5.0
2482	W-2-T1	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 006	5.0
2483	W-2-T3	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 007	5.0
2484	W-2-T4	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 008	5.0
2485	W-2-T2	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 009	5.0
2486	W-2-T1	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 010	5.0
2487	W-2-T3	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 011	5.0
2488	W-2-T4	ELEMENT, EX RAKE T/C, W501F 1732D66 ITEM 012	5.0
2609	M-1-D4	BRUSH, CARBON EXCITATION, W501F, SWPC, 895C638G01, NECC,	12.0
2686	M-2-B4	SEPARATOR ELEMENT, SULLAIR COMPRESSOR, 02250121-500	4.0
2687	M-1-B7	KIT, REPAIR FOR INLET VALVE, SULLAIR COMPRESSOR, 250019-451	2.0
2689	M-1-B7	KIT, REPAIR SPRINGS, SULLAIR COMPRESSOR, 250029-315	4.0
2690	M-1-B7	KIT, REPAIR FOR MPV, SULLAIR COMPRESSOR, 02250110-988	4.0
2691	M-1-B7	KIT, REPAIR CAP FOR MPV, SULLAIR COMPRESSOR, 02250046-397	2.0
2692	M-1-B7	KIT, REPAIR O-RING FOR MPV, SULLAIR COMPRESSOR, 826502-123	4.0
2693	M-1-B7	KIT, REPAIR PISTON FOR MPV, SULLAIR COMPRESSOR, 02250051-	4.0
2695	M-1-B7	KIT, REPAIR THERMAL VALVE 170 F, SULLAIR COMPRESSOR,	4.0
2696	M-4-D5-3A	KIT, REPAIR FOR PRESSURE REGULATOR, SULLAIR	3.0
2697	M-1-B7	KIT, REPAIR FOR BLOWDOWN VALVE, SULLAIR COMPRESSOR,	3.0
2698	M-4-D5-3B	KIT, REPAIR FOR SOLENOID VALVE, SULLAIR COMPRESSOR,	2.0
2699	M-1-B8	KIT, REPLACEMENT FOR SOLENOID VALVE COIL, SULLAIR	3.0
2700	M-1-B8	KIT, REPAIR FOR SOLENOID VALVE, SULLAIR COMPRESSOR,	3.0
2701	M-1-B8	KIT, REPLACEMENT FOR SOLENOID VALVE COIL, SULLAIR	3.0
2703	M-4-D5-3C	KIT,REPAIR FOR V-TYPE STRAINER, SULLAIR COMPRESSOR,	3.0
2704	M-1-B8	KIT, REPAIR FOR STEEL SHAFT SEAL, SULLAIR COMPRESSOR,	1.0
2705	M-2-B3	ELEMENT, SEPERATOR/TRAP, SULLAR COMPRESSOR, 02250081-	1.0
2706	M-1-B8	KIT, REPAIR FOR AUTOMATIC DRAIN, SULLAIR COMPRESSOR,	2.0
2727	M-3-C1	ACTUATOR, PNEUMATIC, MECH.PKG. VENT LOUVERS, RUSKIN,	1.0
2729	M-1-D7	PROXIMITOR SENSOR, 3300 XL, 5MM, BENTLY NEVADA, 330180-50-	5.0
2730	M-1-D7	CABLE, EXTENSION, PROXIMITOR, 3300XL 8MM, BENTLY NEVADA,	3.0
2736	M-1-D8	PROBE, SEISMIC, BENTLY NEVADA, 74712-06-05-03-00	2.0
2772	M-4-G5-1B	COUPLING, TURNING GEAR MOTOR, W501F, FLENDER, BIPEX,	1.0
2773	M-4-G5-1B	INSERT, COUPLING, TURNING GEAR MOTOR, W501F, FLENDER,	3.0
2775	M-2-A3	FILTER, AIR, GENERATOR, COLLECTOR, EXPANDED METAL BACK	4.0
2779	M-4-A3-1A	TERMINAL BLOCK, THERMOCOUPLE, FLASHBACK, CERAMIC, 6 PT	3.0
2824	M-4-F1-2A	GASKET, IGNITOR, SWPC, 897C266001	3.0

Item	Bin	Description	Current Balance
2831	I-4-G1-M	HEATER,OVERLOAD,C-H,FH36,CHFH36	3 0
2832	I-4-G1-M	HEATER,OVERLOAD,C-H,FH37,CHFH37	3.0
2834	I-4-G1-M	HEATER,OVERLOAD,C-H,FH40,CHFH40	3 0
2835	I-4-G1-M	HEATER,OVERLOAD,C-H,FH43,CHMFH43	3.0
2836	I-4-G1-M	HEATER,OVERLOAD,C-H,FH45,CHMFH45	3 0
2837	I-4-G1-M	HEATER,OVERLOAD,C-H,FH52,CHMFH52	3.0
2838	I-4-G1-M	HEATER,OVERLOAD,C-H,FH78,CHFH78	3 0
2839	I-4-G1-M	HEATER,OVERLOAD,C-H,FH79,CHFH79	3.0
2840	I-4-G1-N	HEATER,OVERLOAD,C-H,FH80,CHMFH80	3 0
2841	I-4-G1-N	HEATER,OVERLOAD,C-H,FH82,CHFH82	3.0
2892	W-3-B6	FILTER, ELEMENT, LUBE OIL MIST ELIMINATOR, DOLLINGER	6 0
2901	W-3-A6	AIR FILTER,ELECTRIC PKG, 20 X 30 X 2	32.0
2901	M-3-A14	AIR FILTER,ELECTRIC PKG, 20 X 30 X 2	6 0
2903	W-3-A5	AIR FILTER,EXCITATION LKG, 16 X 30 X 1	32.0
2940	M-3-C9	BREAKER, 600V, 125A, 3 POLE, CUTLER-HAMMER, HFD3125L	1 0
2941	M-3-B11	BREAKER, 600V, 100A, 3 POLE, HFD3100LF	1.0
2944	M-3-C10	DETECTOR, IONIZATION HEADS MODEL #67-1033	4 0
2945	M-3-C10	DETECTOR, PHOTOELETRIC HEADS,FIKE,SMOKE, MODEL #63-1024	5.0
3140	M-4-A4-4C	CAPACITOR, 1000 F, IC, EL-1000 F 25V	2 0
3141	I-1-B	CAPACITOR, 20 F/600 VP, RONKIN, 86D79206K80B	2.0
3142	I-1-B	CAPACITOR, 200 V 10000 MF, NIPPON, U36D200LG103M63	4 0
3143	M-4-A4-4C	DIODE, IDI, 5AMP, 200V, 1N5624	2.0
3145	I-1-B	BOARD, OSCILLATOR & SYNCHRONIZATION, CPI, C426F-60HZ	1 0
3153	I-1-B	RELAY, HIGH/LOW AC SENSING, CPI, C175A (120VAC)	2.0
3155	M-4-A4-4C	DIODE, ZENER, 18 V, 5%, 10 W, CPI, 1N2982	2 0
3157	M-4-A4-3D	REGULATOR, GATE DRIVER, CPI, C155D	1.0
3159	M-4-A4-2C	RECTIFIER, SILICON CONTROL, SCR, 1 6, 150A, 400V, NL, C180D	1 0
3160	M-4-A4-4C	RESISTOR, 20 OHM, 1 W, OHMITE, 20-1W	2.0
3161	M-4-A4-4C	RESISTOR, 10 KOHMS, 5 W, CLARO, WW-10K-5W	2 0
3167	M-4-A4-2B	DIODE, 150A, 200V, NL, S4320	3.0
3168	I-1-B	BOARD, SCR DRIVER, 3 PHASE, CPI, C140F	1 0
3174	M-4-A4-2D	CAPACITOR, 10000 UF, SAMWHA, 200WV-10000UF	1.0
3177	M-4-D5-1D	VALVE, SAFETY RELIEF, 250 PSI, TURBINE KIT, INST AIR	4 0
3200	W-3-C8	THERMOCOUPLE ASSY, NO WELL, PYCO, ROTOR AIR RETURN,	3.0
3229	M-3-C9	VALVE, AUTOMATIC SOLONOID DRAIN, SD11	1 0
3237	M-4-D5-1D	VALVE, SAFETY, AIR COMP. 80 PSIG, 72062185	3.0
330004	M-4-A1-2A	REPAIR KIT, 1/2 PBV BALL VALVE, C-5333-39-2236-ML-NL	1 0
330005	M-4-A1-2A	REPAIR KIT, 3/4" PBV BALL VALVE, C-5333-39-2236-ML-NL	5.0
330006	M-4-A1-2A	REPAIR KIT, 1" PBV BALL VALVE, C-5333-39-2236-ML-NL	2.0
330007	M-4-A1-2A	REPAIR KIT, 2" PBV BALL VALVE, C-5333-39-2236-ML-NL	3.0
330008	M-4-A1-2A	REPAIR KIT, 2" PBV BALL VALVE, C-5410-31-2236-GL-NL	1 0
330009	W-3-C3	REPAIR KIT, 12 PBV BALL VALVE, C-6730-70-2200-GV-NG	1.0
330010	W-3-C3	REPAIR KIT, 8" PBV BALL VALVE, C-6730-71-2200-GV-NG	1 0
330011	W-3-C3	REPAIR KIT, 8" PBV BALL VALVE, C-6760-31-2200-NV-NG	1.0
330012	M-4-C4-2A	PACKING, RP AND C VALVE, 1 EF57D D031400	10 0
330014	M-4-C4-2A	PACKING, RP AND C VALVE, 3/4 EF57D D031500	10.0
330016	M-4-C4-2A	PACKING, RP AND C VALVE, 1/2 S81A, D031700	10 0
330018	M-4-C4-2A	PACKING, RP AND C VALVE, 2 ES57A, D034700	5.0
330019	M-4-C4-2B	GASKET, RP AND C VALVE, 1/2 S81A, D036000	5 0
330020	M-4-C4-2B	GASKET, RP AND C VALVE, 3/4 S81A, D036000	5.0
330021	M-4-C4-2B	GASKET, RP AND C VALVE, 3/4 EF57D, D036000	5 0
330022	M-4-C4-2B	GASKET, RP AND C VALVE, 3/4 ES57A, D036000	5.0
330023	M-4-C4-2B	GASKET, RP AND C VALVE, 3/4 F81D, D036000	5 0
330024	M-4-C4-2B	GASKET, RP ANC C VALVE, 1 EF57D, D036100	7.0
330025	M-4-C4-2B	GASKET, RP AND C VALVE, 1 ES57A, D036100	7 0
330026	M-4-C4-2B	GASKET, RP AND C VALVE, 2 F99A, D036300	5.0
330027	M-4-C4-2B	GASKET, RP AND C VALVE, 2 ES57A, D036300	5 0
330030	M-4-C4-3B	GASKET, 3" DSI 37XUF	1.0
330031	M-4-C4-3A	PACKING, 4" DSI 37XUF	1 0
330032	M-4-C4-2C	GASKET, 4" DSI 37XUF	1.0
330033	M-4-C4-3A	PACKING, 8" DSI 37XUF	1 0
330034	M-4-C4-2C	GASKET, 8" DSI 37XUF	1.0
330035	M-4-C4-2C	MAXP2GASKET, 3" DSI 37XUF	1 0
330036	M-1-A5	REPAIR KIT, 4" PBV BALL VALVE, C-6760-31-2236-NV-NG	1.0
330038	M-4-C4-3A	PACKING, VALVE STEM, 3", FAIRBANKS, 0403	4 0
330041	M-4-B4-2C	O-RING, 1" OD, .625" ID, VITON, 28500002	3.0
330042	M-4-B4-4D	FILTER, DISC, 3 215" X 25", 7 5 MICRO METER, ALU OXIDE, CISCO,	3 0

Item	Bin	Description	Current Balance
330043	M-4-B4-2A	GASKET, SET, PROBE, LOW TEMP, VITON, CISCO, 28500084-2	1.0
330044	M-1-C3	SCRUBBER, NH3, CISCO, 83000018	2.0
330045	M-3-A4	ASSEMBLY, CONVERTER, NH3, CISCO, 83000017	2.0
330047	M-4-B4-3A	KIT, REBUILD, GH10XT2230X (81000001), CISCO, 81000004	1.0
330048	M-1-C4	KIT, DESICCANT TOWER, 6", SET OF 2, CISCO, 83005004-2	3.0
330049	M-1-C3	ELEMENT, DRYER, MEMBRANE, 50 TUBE 24", CISCO, 83000034-1	2.0
330050	M-4-B4-3C	VALVE, NEEDLE, SS, .09 CV, .08 ORFICIE, CISCO, 82010004	1.0
330051	M-1-C4	REGULATOR, PRESSURE RED, BRASS, 0-25 PSI, CISCO, 81000003-3	1.0
330052	M-1-C4	VALVE, SOL, NC, 1/2" NPT, 15MM ORIFICE, 5.5 CV, CISCO, 82020046	1.0
330053	M-1-C4	REGULATOR, PRESSURE, 0-25 PSI, CISCO, 81000011-3	1.0
330054	M-1-C4	FLOWMETER, PM, AL, VALVE, 1-10 L/MIN, CISCO, 82000005-7	1.0
330055	M-3-B10	RELAY, SOLID STATE, 10A, WITH HEAT SINK, CISCO, 45000023	1.0
330056	M-1-B3	LINKE, COUPLER, PLC, CISCO, 22000026-7	1.0
330057	M-1-C4	CONTROLLER, TEMP, 0-25OO DEG F, "K", COOL, CISCO, 53002011-1	1.0
330058	M-1-B3	MODULE, ANALOG CURRENT, OUTPUT, CISCO, 22000026-33	1.0
330059	M-1-B3	MODULE, ANALOG, INPUT, 8 CHANNEL, CISCO, 22000026-42	1.0
330060	M-1-D3	PUMP, DUAL, ALUM, TEF COAT, TEF DIAPHRAM, CISCO, 81010020	1.0
330061	M-1-B3	PROCESSOR, PLC, SLC, 5/03, 16K MEMORY, CISCO, 22000026-22	1.0
330062	M-1-C3	CARD, INTERFACE, DATA HYWY DH485 RS23, CISCO, 19000017	1.0
330063	W-3-D5	ASSEMBLY, REFRIGERATION UNIT, DUAL TRAP, CISCO, 83000008	1.0
330064	M-3-C10	DETECTOR, SMOKE, PHOTOELECTRIC, 24 VCE, 4W, CISCO,	2.0
330065	M-1-C4	CONVERTER, ISO, 4-20 MA IN, 4-20 MA OUT, CISCO, 11000021	1.0
330066	M-1-B3	TERMINAL, OPERATOR INTERFACE, CISCO, 22000028-1	1.0
330067	M-2-C1	ANALYZER, NO/NOX 10/25/100/250, 951C, CISCO, 85000045	1.0
330068	M-2-C2	ANALYZER, NOX, 951C REMOVE, RANGE, CISCO, 85000103-100	1.0
330069	M-3-C6	ANALYZER, 0-50/1000 CO, 0-25%/100% O2, CISCO, 85000095	1.0
330070	W-3-B5	FILTER, ELEMENT, FUEL GAS, ANDERSON SEPARATOR, AJFG-436	44.0
3390	M-3-D11	TRANSDUCER, LINEAR, VALVE, ACTUATOR, FUEL GAS, A/B STAGE,	1.0
3391	M-3-D11	TRANSDUCER, LINEAR, VALVE, ACTUATOR, FUEL GAS, PILOT/C	1.0
340000	M-4-A4-3A	PUSH BUTTON, NO POS, PB1, 2, 4001	2.0
340001	M-3-D1	INDUCTOR, L1, 120VDC, 100AMP, 9857	1.0
340002	I-1-B	TRANSFORMER, CURRENT, CT3, 013125A/10VAC	1.0
340003	M-3-B5	TRANSFORMER, CURRENT, CT2, 100:51T	1.0
340004	M-4-D4-1D	RESISTOR, 100-100W, R28, 100-100W	2.0
340005	M-4-A4-4C	SNUB RESIS, 120V INV, R8,9, 10-5W	2.0
340006	W-3-D6	INDUCTOR, 120VDC, 250AMP, 10726A	1.0
340007	I-4-G1-G	LED, SOCKET/NUT, LED1-4, 11030/11937	6.0
340008	M-4-A4-3C	TERMINAL BLOCK, TBS, 1-140	1.0
340009	M-4-B5-3B	RELAY, RLY4, 120VAC/2POLE	2.0
340010	M-4-B5-3B	RELAY, RLY10,11,16, 120VAC/4POLE	2.0
340011	M-4-B5-3B	RELAY, RLY5, 120VDC/4POLE	2.0
340012	M-4-B5-3B	RELAY, RLY 12, 125VDC/2POLE	2.0
340013	M-4-B5-3B	RELAY, RLY13,14, 125VDC/4POLE	2.0
340014	M-4-D4-1D	TRANSFORMER, CURENT, CT1, 150:51T	1.0
340015	M-4-A4-4D	METER SHUNT, MS1, 150-A 50MV	1.0
340016	I-1-B	TERMINAL BLOCK, 225AMP, TB2, TB2A, 2-0	2.0
340017	M-4-A4-3C	TERMINAL BLOCK, 15AMP, TB3, 24-140	1.0
340018	M-4-D4-1D	IV POWER SUPPLY RES, R7, 250-100W	1.0
340019	M-4-A4-4C	120V INV SCR G RESIS, R10,11, 25-5W	2.0
340020	M-3-B5	AC AMPMETER, 0-150A, SO, M4, 261340LSPZ	1.0
340021	M-3-B5	AC VOLTMETER, 0-150V, M3, 261344PZPZ	1.0
340022	M-3-B5	FREQ METER, 120V, 60HZ, M5, 261350ANAN	1.0
340023	I-1-B	TERMINAL BLOCK, 225AMP, TB4,5, 2-L	1.0
340024	M-4-A4-3C	TERMINAL BLOCK, 15AMP, TB6, 3-140	1.0
340025	M-4-A4-3C	TERMINAL BLOCK, 40AMP, TB1, 3-150	1.0
340026	M-3-D9	MOTOR, FAN, 1/6HP, 1075RPM, 3M8821115VAC	1.0
340027	M-4-A4-3A	PUSH BUTTON, NO POS, PB3-6, 4001	2.0
340028	I-4-G1-E	LED, AMBER, LED3, 4305H7	10.0
340029	I-1-B	HEAT SINK, 1.3C/W, SCR 7, 8, 4554-14"	1.0
340030	I-1-B	HEAT SINK, 1.3C/W, SCR 7, 8, 4554-6"	1.0
340031	I-1-B	HEATSINK, SCR, 50-125W, SCR1-6, 476K	1.0
340032	I-1-B	HEATSINK, 50-125W, D1 & D2, 476K	2.0
340033	I-1-B	HEATSINK, 50-125W, SCR9-12, 476K	1.0
340034	M-4-A4-4C	SNUBBER CAP, 1V120SCR, C3,4, 47F-600V, 47F-600V	2.0
340035	M-4-A4-2A	POTENTIOMETER AND LOCK NUT, 7286R10KL25	2.0
340037	M-4-A4-2A	TOGGLE SWITCH, SW1, 8381K108	1.0
340038	M-4-A4-2A	PUSH BUTTON, BIG 2, NO POLES, PB7ABW120	1.0

Item	Bin	Description	Current Balance
340039	W-3-D6	TRANSFORMER, 3-80-100-208, XFI, AX099	1.0
340043	M-4-A4-4A	DC VOLTAGE SENSING, RLY6,7, C167-120V	1.0
340044	I-1-B	CHARGER CONTROL, 6 SCR, PC1, C179-120V	1.0
340045	I-1-B	SCR 1.6, 150A, 400V, SCR1-6, C180N	8.0
340047	I-1-B	STATIC SWITCH, PCB W/PIGGY BACK, PC4C249B	1.0
340048	M-4-A4-4D	SCR 192AMP@102C 400V, SCR7,8, C385D(T0200AB)	2.0
340049	M-4-A4-4A	POWER SUP CHOKE, IV120, CH1,2,C40X	1.0
340050	I-1-B	SCR GATE DRIVER, PC3, C416B	1.0
340051	M-4-A4-4B	TRANSFORMERS, XF3,4, DSW-4-24	2.0
340053	M-3-B5	BREAKER, 3P/35AT, ED43B035	1.0
340054	M-4-A4-4C	GATE, SCR, 1V120, FD-0 1F-50V	2.0
340055	M-3-B5	BREAKER, 2P/150AT, FD62B150	1.0
340056	M-3-B5	BREAKER, 2P/150AT, FXD62B150	1.0
340057	M-3-B5	BREAKER, 2/P/125AT, ED42B125	1.0
340059	I-1-B	FAN, 6 INCH, FAN3, OA172SAP-11-1TB	1.0
340060	M-3-B5	SHUNT TRIP, 125VDC, S11FD60	1.0
340061	M-4-A4-4C	RESISTOR, 120VDC, WW-20K-10W	2.0
340062	W-3-D7	TRANSFORMER, FERRORESONANT, XF2, Z3306	1.0
340063	M-4-C4-1A	STEM SEAL, 0300BDY, DFDZF-TFE, 4000750	1.0
340064	M-4-C4-1A	STEM SEAL, 3 AND 4" A AFS, 004013250	2.0
340065	M-4-C4-1A	RING, COMPRESSION, 006038830	1.0
340066	M-4-C4-1A	BEARING, THRUST MOD C, 4" 815W, 006-0845-36	2.0
340067	M-4-C3-1C	BEARING, THRUST NYLON, 006-1019-53	2.0
340068	M-1-B1	DIAPHRAGM, RETAINER, CARBON STEEL, 018012222	1.0
340069	M-1-B1	DIAPHRAGM, BUNA-N DACRON, 020009698	1.0
340070	M-4-C3-1B	VENT, RELIEF RUBBER, 04508665	1.0
340071	M-4-C3-1B	RING, RET, STAINLESS STEEL, 067-0101-41	1.0
340072	M-4-C3-1A	RING, RET, 67016530	1.0
340073	M-4-C3-1A	STEM, AF 3+4" AF S/A, 103-0001-36	1.0
340074	M-1-B2	BALL, 3-WAY BODY, 3" AM150FD, 001 0449 36	1.0
340076	M-4-C3-1B	RING, RET, 0300+4", W-SS, 067-0186-2A	1.0
340077	M-1-B1	KIT, REPAIR, EXISTING 4" 815L-11-3600-TT, RK10359TTRK10359TT	2.0
340078	M-1-B1	KIT, REPAIR, EXISTING 3" AM150FD3600MT, RKA75MTRKA75MT	1.0
340079	M-3-C10	TRANSFORMER, 0005-10095	1.0
340080	M-4-B5-1D	PILOT LIGHT, AMBER, 0025-00598, 0014-00598	1.0
340081	M-4-B5-2D	CONTACT BLOCK, 1NO, 0017-10086	1.0
340082	M-4-B5-1D	SELECTOR SWITCH, 0017-30033	1.0
340085	I-4-C1-S	FUSE, JJS-80, 600V, 0024-03009	1.0
340086	I-4-C1-U	FUSE, JJS-175 600V, 0024-03101	6.0
340087	M-3-D10	CONTACTOR, 3 POLE, 150AMP, 0025-15212	1.0
340088	M-1-D3	GASKET, COMPOSITION, 14"-150#, 132-017222-013	1.0
340089	M-1-D3	GASKET, TERMINAL HOUSING, 132-050-747-001	1.0
340090	M-3-B8	CONTROLLER, TEMPERATURE, HEATER, CHROMALOX, 2104-T0100	1.0
340093	M-4-B1-2A	VALVE, SOLENOID, 904276904276	1.0
340094	M-4-B1-2A	FUSE, OVEN CUT-OFF, 904292904292	4.0
340095	M-4-D4-3A	SWITCH, C SERIES SNAP, MAGNETROL, 89-7101-022	1.0
340096	M-4-C3-2D	INDICATOR, AIR FILTER GROUP, 750687750687	1.0
340097	M-1-C2	RAIN CAP EXHAUST GROUP, 957148957148	1.0
340098	M-4-C3-3B	REGULATOR - WATER TEMPERATURE, 111-8010	1.0
340099	M-1-C1	THERMOSTAT JW HEATER, 127-6260	1.0
340100	M-1-C2	OIL PAN GASKET, 169-4199	1.0
340101	M-1-C1	FILTER, OIL, CATERPILLAR, 1R0739	3.0
340102	M-1-C1	FILTER, FUEL, CATERPILLAR, EMERGENCY GENERATOR, 1R0750	3.0
340103	M-4-C3-2B	PLUG OIL PAN, 2A3852	2.0
340104	M-1-C1	CRANK CASE BREATHER, 2W9162	1.0
340105	M-4-C3-3C	GREASE FITTING-FAN DRIVE, 3B8489	1.0
340106	M-4-C3-3B	RELAY CONTROL GROUP, 3E9362	2.0
340107	M-4-C3-2A	LAMP (MINIATURE) PANEL GROUP, 3N5719	2.0
340108	M-2-C3	ELEMENT AIR CLEANER, , 4L98524L9852	1.0
340109	M-4-C3-3C	LAMP (RED) PANEL GROUP, , 5N54995N5499	1.0
340110	M-4-C3-2D	LAMP (GREEN) PANEL GROUP, , 5N55015N5501	1.0
340112	M-1-C2	RADIATOR HOSE, , 5P12625P1262	1.0
340113	M-4-C3-2D	RADIATOR CAP, , 6L86176L8617	1.0
340114	M-4-C3-3A	OIL FILTER CAP, , 6N29856N2985	1.0
340115	M-4-C3-2C	LAMP PANEL GROUP, 7G97307G9730	2.0
340116	M-4-C3-2A	LAMP PANEL GROUP (28VOLT), 7N58767N5876	3.0
340117	M-4-C3-3C	DUST CAP - OIL FILTER BASE GROUP, 8C3445	1.0

Item	Bin	Description	Current Balance
340118	M-4-C3-2A	FUSE, 1 AMP, EMCP CONTROL, 8K4644	10.0
340119	M-1-C1	V BELT SET, 8L4526	1.0
340120	M-4-C3-2C	FUSE, 12AMP VOLTAGE REGULATOR, 9Y8419	2.0
340121	M-3-B8	NOTIFIER AUTOMATIC FIRE ALARM: IONAZATION DETECTORS1400	1.0
340122	M-3-B8	ALTERNATING PANEL (ONE PWR) TRANSFORMER, 014-P-104	1.0
340123	M-4-A5-4A	ALTERNATING PANEL (ONE PWR) RELAY 4PDT, 014-P-175	1.0
340124	M-4-A5-4A	ALTERNATING PANEL (ONE PWR) RELAY DPDT,014-P-465	1.0
340125	M-4-B5-3C	ALTERNATING PANEL (ONE PWR) DELAY TIMER, 014-P-533	1.0
340129	M-3-A8	RELAY, CURRENT DIF, TYPE SEL-587, 5 OUTPUT, 2 INPUT	1.0
340130	M-4-A5-3A	CONTACTOR, 18A, 600VAC, 3POLE, 100C23D10	1.0
340131	W-3-D8	TRANSFORMER, MODEL 143, 50:5A RATIO C20 RELAY, WIN 7.31",	1.0
340132	M-3-B9	TIMER, 120VAC, 0 1 TO 10 SEC DELAY, PLUG -IN TYPE OCTAL	1.0
340133	M-3-C9	SWITCH, BREAKER CONTROL, SERIES 24,PISTOL GRIP; CLOSE, &	1.0
340134	M-3-B10	CURRENT TRANSFORMER, TYPE 365, 4000/5 RATION365-402	1.0
340135	M-3-B8	BREAKER, 15A, 2 POLE, TYPE HFD, , 3P15A	1.0
340138	M-3-A9	TRANSTORMER, 120/120V AC,150VA @30 DEG C 460-120	1.0
340139	M-3-B8	TRANSFORMERS, 480V PRI, 120V SEC, MODEL 460, OPEN DELTA,	1.0
340140	M-3-B9	CURRENT TRANSFORMER, MODEL 5, 50/5 RATIO 5SFT500,	1.0
340141	M-4-A5-1D	TIMER, 120 VAC, .1 TO 10 SEC DELAY, PLUG-IN TYPE OCTAL BASE,	1.0
340142	M-4-A5-2C	KIT, CONTACT, SZ 1 AND 2, , 3P6-65-2	1.0
340143	M-4-A5-1C	KIT, CONTACT, SZ 2, , 3P6-65-8	1.0
340144	M-4-B5-1D	RELAY, 120VAC, 11 PIN, 3PDT, 700-HA33A1	1.0
340145	M-4-B5-1C	RELAY, 120VAC, 60HZ, 4 FORM "C" 5A RATED CONTACT, 700-HC24A1	1.0
340146	M-4-A5-4C	8 PIN PLUG - IN BASE, PANEL OR DIN RAIL MOUNT, 700-HN125	1.0
340147	M-3-A10	TRANSFORMER, MODEL 780, 2000:5A RATIO, C200 RELAY, 780-202	1.0
340148	M-3-C9	SWITCH, LOCK-OUT RELAY, SERIES 24, 5 DECK, 125VDC COIL,	1.0
340149	M-3-C8	TRANSFORMER, MODEL 785, 500:5A RATIO, C100 RELAY CLASS785-	1.0
340150	M-4-A5-1B	PUSHBUTTON, 800T, BLACK, WITH 1N O -1N C CONTACT 800T-A2A	1.0
340151	M-4-A5-2D	SWITCH, SELECTOR, 2 POSITION WITH 1 N.O.-1 N.C. CONT A800T-	1.0
340152	M-4-A5-1A	PILOT LIGHT, 120 VAC TRANSFORMER TYPE, GREEN LENS, 800T-	1.0
340153	M-4-A5-2A	PILOT LIGHT, 120 VAC TRANSFORMER TYPE, RED LENS, 800T-P16R	1.0
340154	M-4-A5-2A	COIL, CONTACTOR, SZ 1/2 120V 3P9-2703-1	1.0
340156	M-3-B8	STARTER, 120V, SIZE 2, AN16GN0AB	1.0
340162	M-4-C5-4A	20 AMP, 1 POLE BRANCH CIRCUIT BREAKERS, TYPE BABBAB1020	4.0
340163	M-4-C5-4C	BREAKER, 30A, 1 POLE, TYPE BAB1030	2.0
340164	M-4-C5-3D	BREAKER, 20A, 2 POLE, TYPE BAB2020	3.0
340165	M-1-A11	RELAY, GROUND FAULT, GSU, TYPE BE1-59	1.0
340166	M-3-B9	RELAY, SYNC CHECK, 120VAC INPUT, 60HZ, SWPC AUX0001832,	1.0
340167	M-4-A5-3B	INTERLOCK, 2NO/2NC, C320KGT15	1.0
340168	W-3-D8	TRANSFORMER, 2 KVA, 4160V PRI-120/240V SEC34.7:1 CPT3-60-2-	1.0
340169	M-4-A5-3C	LIGHT, 120VAC, 30MM, GREEN LENS TRANSFORMER,	1.0
340170	M-4-C5-2D	LIGHT, 120VAC, 30MM, RED LENS TRANSFORMER,	1.0
340172	M-3-B10	BREAKER, 40A, 2 POLE, TYPE GHB2040	2.0
340173	M-3-B10	BREAKER, 15A, 2 POLE, TYPE GHB2015	1.0
340174	M-3-B10	BREAKER, 20A, 2 POLE, TYPE GHB2020	1.0
340176	M-4-B5-1A	NOTIFIER AUTOMATIC FIRE ALARM: THERMAL DETECTORHD-601	1.0
340178	M-3-B9	BREAKER, 20A, 3 POLE, THERMAL, MAGHFD3020	2.0
340179	M-3-A9	TERMINAL BLOCK, MODEL 1KU, 12 POLE IKU12C	3.0
340181	M-3-B8	TERMINAL BLOCK,NON-SHORTING, 600V, RANGE 18-10 AWG, 2	3.0
340182	M-3-B10	TERMINAL BLOCKS, MODEL 1KU, 4 POLE IKU4C	1.0
340183	M-3-C8	TERMINAL BLOCK, SHORTING TYPE, 600V, RANGE 18-10 AWG, 4	2.0
340184	M-3-B9	TRIP HKD 350AKT350T	1.0
340185	M-4-A5-4D	CONTACT, BLOCK, C-2000 RELAY, 2 NO/2NC CONTACT- A600,	1.0
340186	M-4-B5-2A	RELAY, CONTROL, C-2000 MINI TYPE, 4 NO, A600 RATED, 120VAC,	1.0
340187	M-4-C5-1C	LIGHT, SWITCHBOARD, AMBER, 125VDC, 16MM, 2000 OHM	1.0
340188	M-4-C5-1C	LIGHT, SWITCHBOARD, BLUE, 125VDC, 16MM, 2000 OHM RESISTOR	1.0
340189	M-4-C5-1B	LIGHT, SWITCHBOARD, GREEN, 125VDC, 16MM, 2000 OHM	1.0
340190	M-4-C5-1A	LIGHT, SWITCHBOARD, RED, 125VDC, 16MM, 2000 OHM RESISTOR	1.0
340191	M-4-C5-1B	LIGHT, SWITCHBOARD, 125 VDC, GREEN LENS AND LED,	1.0
340192	M-4-C5-1A	LIGHT, SWITCHBOARD, 125 VDC RED LENS AND LED, MRL125DL48-	1.0
340193	M-4-C5-1A	LIGHT, SWITCHBOARD, RED, 125VDC, 16MM, RESISTOR,	1.0
340194	W-3-D8	TRANSFORMER, 4200:120V, 35:1 RATIO, 500VA AT 55 C WITH (2) 10E	1.0
340196	M-4-C5-4B	HOLDER, FUSE, 600VAC/300VDC, 30A, USCC1I	2.0
340197	M-4-C5-3C	HOLDER, FUSE, 600VAC/300VDC, 30A, 2 POLE, USCC21	1.0
340198	M-4-C5-4D	HOLDER, FUSE, 600VAC/300VDC, 30A, USM1I	5.0
340199	W-3-D8	TRANSFORMER, 30KVA, 480V PRI, 208/120V SEC, TYPEDT-3,	1.0
340200	W-3-D8	TRANSFORMER, 45KVA, 480V PRI, 208/120V SEC, TYPE DT-3,	1.0

Item	Bin	Description	Current Balance
340201	W-3-D8	TRANSFORMER, 15KVA, 480V PRI, 208/120V SEC, TYPE	1 0
340202	M-4-C5-3B	INTERLOCK, 1NC, C320KGS2	1.0
340474	M-4-B3-2B	GASKET, 2"/ 60,3MM, LUBE OIL VAPOR RETURN PIPING AT	1 0
3420605	M-3-B8	RELAY, SEAL IN, 909-200-01	1.0
350000	M-4-A1-3A	SPRING, SERVICE H20 REG VLV, DLPM-12-015-10368/A, HBE ENG	1 0
350001	M-4-A1-3A	SEAL, SERVICE H20 REG VLV, DLPM-12-015-10368/A, HBE ENG.	1.0
350002	M-4-A1-3A	PRESS RING, SERVICE H20 REG VLV, DLPM-12-015-10368/A, HBE	1 0
350003	M-4-A1-3A	DAMPENING VALVE, SERVICE H20 REG VLV, DLPM-12-015-10368/A,	1.0
350004	M-4-A1-3A	SLIDE RING, SERVICE H20 REG VLV, DLPM-12-015-10368/A, HBE	1 0
350005	M-4-A1-3A	SEAL, DEMIN H20, DLPM-08-015-10358/B, HBE ENGINEERING	1.0
350006	M-4-A1-3A	SPRING, DEMIN H20, DLPM-08-015-10358/B, HBE ENGINEERING	1 0
350007	M-3-B6	ELEMENT, UV, CLASS 1 DIV 2, HONEYWELL, C7012F1052	1.0
350008	M-3-D11	VALVE, RED HAT, SOLENOID, 120 VAC, EF8215G53, EF8215C53	1 0
350010	M-1-C8	REGULATOR, AIR, 5 TO 150 PSIG, 1/2" PIPE SIZE, R74G-4AT-RMG,	4.0
350011	M-1-C8	BRACKET, MOUNTING, FILTER/REGULATOR, 4324-50, P/N 4910K98	4 0
350012	M-3-D11	SWITCH, PRESSURE, FUEL GAS, MYERS, 646GZEM1	2.0
350014	M-3-B9	SWITCH, 4"-1 6" WC, DWYER, 1950-1	1 0
350015	M-3-B5	METER, FLOW, 500 SCFM - 7000 SCFH, HALLIBURTON, 100003398/1	1.0
350017	M-3-B7	REGULATOR, PRES REDUCING, 3-20 PSI, SET AT 5, FISHER, 64-26	1 0
350018	M-3-D11	SWITCH, LVL, 1-1/2" GUAGE CONN, LINC, L471-01-017/ 700-01-01	1.0
350021	M-3-B6	HOSE, FLEXIABLE, 6" AIR PIPE 6" LONG WITH 2 SS HOSE CLAMPS,	1 0
350023	M-3-B7	SWITCH, HIGH BATH TEMP, 100-300 DEG F, 3/4" PROCESS	1.0
350025	M-1-C11	REGULATOR, PRESS, 1/4" NPT END CONN STD TRIM SPRING 5-35	1 0
350026	M-3-B9	SWITCH, PROXIMITY, MAGNUM, SILVER BULLET	1.0
350027	M-3-D11	TRANSDUCER, 4-20 MA INPUT AT 3-15 PSI, ROSEMOUNT, 846	1 0
350030	M-4-D5-1A	G755 6.3V .15A T3-1/4 MIN BAY LAMP,	10.0
350031	M-4-A5-4B	PILOT HEAD, RED, SQ D, ZB2BV04	1 0
350032	M-4-A5-4B	PILOT HEAD, AMBER, SQ D, ZB2BV05	1.0
350033	M-4-A5-4B	PILOT HEAD, WHITE, LIGHT, SQ D, ZB2BV01	1 0
350034	M-3-B7	BREAKER, SP-120V-10A, SQ D, QOU110	1.0
350035	M-3-B7	DWYER, # 16A2055-926, , 16A2055-926,	1 0
350036	M-3-B7	CONTROLLER, TEMP, DWYER, 16A2055-934	1.0
350037	M-3-C8	SWITCH, FLAME, 120V 50/60 HZ PRI, HONEYWELL, RM7823A1016	1 0
350038	M-3-B9	TIMER, 3 SEC FLAME FAILURE RESPONSE, HONEYWELL,	1.0
350039	M-3-B9	DISPLAY, KEYBOARD, HONEYWELL, S7800A1001	1 0
350040	M-3-B6	POWER SUPPLY, PLC, G.E., IC693PWR321	1.0
350041	M-3-B6	CARD, PLC INPUT, G E , IC693MDL645	1 0
350042	M-3-B6	CARD, PLC OUTPUT, G.E., IC693MDL930	1.0
350043	M-3-D11	HEATER, ENCLOSURE, HOFFMAN, DAH2001A	1 0
350044	M-4-D5-1A	TIMER, WATCHING, BRENTEK, WDT24DT64	1.0
350045	M-3-B7	SPARK IGNITOR PART OF BR-100, ECLIPSE, 11941	1 0
350046	M-4-G4-1A	BEARING, BALL SKF 5306 AC3, 8049-30600	2.0
350047	M-4-B4-1A	LOCKNUT, BRG SKF N-06, 8601-0006	1 0
350048	M-4-G4-1A	BEARING, BALL SKF 6207, 8050-20760	2.0
350049	M-4-B4-1A	SEAL LABY, INBOARD, D08717A02 6241	1 0
350050	M-1-B2	GASKET CASING, 70782-81 5127	1.0
350051	M-4-B4-1A	RING, RTNG, 58101 281	1 0
350052	M-4-B4-1A	LOCKWSHR, BRG SKF W-6, 8910-0006	1.0
350053	M-4-B4-1A	KEY, SQUARE END, 49568 61 2213	1 0
350054	M-4-B4-1A	O-RING AS568-23, C02495A23 6359	1.0
350055	M-4-B4-1A	O-RING AS568-236, C02495A23 65302	1 0
350056	M-4-B4-1A	O-RING AS568-20, C02495A20 5304	1.0
350057	M-4-B4-1A	O-RING AS568-24, C02495A24 5304	1 0
350058	M-4-B4-1A	O-RING AS568-220, C02495A220 5304	1.0
350059	M-4-B4-1A	O-RING, C02495A146 5304	1 0
350060	M-1-B2	KIT, MAINTENANCE SEAL ST, R196-MKS6	1.0
350061	I-1-A	SMART TRANSMITTER ELETRONICS, HP & GP & AP, 01151-0948-	3 0
350062	M-3-D9	TRANSMITTER, LEVEL, AC CONTROLS, SON51K-U-D-B-X-N-N	1.0
350063	M-3-D9	TRANSMITTER, METER, COND, AC CONTROLS, APT2000CC-H-00-	1 0
350064	M-4-C3-3D	SINTERED SST FILTER KIT, AC CONTROLS, H411314-40151	1.0
350065	I-1-A	SENSOR, AIR HDR MOISTURE, AC CONTROLS, H411314-40194	1 0
350066	I-1-C	CALIBRATION KIT, AC CONTROLS, H411314-L0001	1.0
350067	M-3-C7	TRANSMITTER, RANGE 4AP (11 IN HGA), 316L SST, 01151-0054-0042	1 0
350068	M-3-C7	TRANSMITTER, RANGE 5HP (750 IN H2O), 316L SST, 01151-0112-	1.0
350069	M-3-C7	TRANSMITTER, RANGE 3DP (30 IN H2O), 316L SST, 01151-0230-0032	1 0
350070	M-3-C7	TRANSMITTER, RANGE 4DP, GP (150 IN H2O), 316L SST, 01151-0230-	1.0
350071	M-3-C7	TRANSMITTER, RANGE 5DP, GP (750 IN H2O), 316L SST, 01151-0230-	1 0

Item	Bin	Description	Current Balance
350072	M-3-C7	TRANSMITTER, RANGE 6GP (100 PSIG), 316L SST, 01151-0230-0062	1.0
350073	M-3-C7	TRANSMITTER, RANGE 7DP (300 PSID), 316L SST, 01151-0230-0072	1 0
350074	M-3-C7	TRANSMITTER, RANGE 7GP (300 PSIG), 316L SST, 01151-0041-0072	1.0
350075	M-3-C7	TRANSMITTER, RANGE 8DP (1000 PSID), 316L SST, 01151-0230-0082	1 0
350080	M-1-C1	THERMOSTAT KIT, CUMMINS, 3802273	1.0
350082	M-2-B3	AIR CLEANER ELEMENT, ENGINE, FLEETGUARD, AF-1735K	1 0
350083	M-1-C2	FUEL INJECTOR KIT, CUMMINS, 3802333	1.0
350084	M-1-C2	ALTERNATOR BELT, POLY COG, DAYCO, 5080537, 8PK1365	1 0
350085	M-1-C2	FUEL TRANSFER PUMP, CUMMINS, 3936320	1.0
350087	M-1-C2	CAP HEAT EXCHANGER, CUMMINS, 3910344	1 0
350091	M-3-D14	ASSEMBLY, T31-1080T COUPLING COVER, FALK, 256-0837-650	1.0
350092	M-3-D14	HUB, SPACER, T31-1080T COUPLING HALF, FALK. 256-2795-650	1 0
350093	M-3-D14	HUB, SHAFT, T31-1080T COUPLING, FALK, 256-2799-648	1.0
350095	M-3-D14	BUSHING, 13B COUPLING, WOODS, 136-0180-648	1 0
350096	M-3-D14	BUSHING, 13B COUPLING, WOODS, 136-0184-648	1.0
350097	M-3-D14	COUPLING, 13B COUPLING HALF, WOODS, 256-1410-648	1 0
350098	M-3-D14	INSERT, 13B COUPLING, WOODS, 448-0145-650	1.0
3528	M-1-A6	VALVE, SERVO, FUEL GAS, PILOT/C-STAGE, 760N1177A, MOOG	1 0
3529-R1	M-1-A6	VALVE, SERVO, FUEL GAS, A/B-STAGE, 760N1179A, MOOG	1.0
3530	M-1-A6	VALVE, SERVO, INLET GUIDE VANE ACTUATOR, MOOG, 760N1174A	1 0
3532	M-4-E4-4C	VALVE, SOLENOID, FUEL GAS, PILOT/A/B/C-STAGE, C54402-001,	1.0
3537	M-1-D1	O-RINGS, SPACER , 2"MOONEY, 021-244-01	2 0
3538	M-1-D1	SEAL, BODY,2" MOONEY,NITRILE, 102-016-01	2.0
3547	I-1-A	NOTIFIER, MOTHERBOARD, AMFIRE, AFP-300-CPU	1 0
3597	M-3-D5	ASSEMBLY, IGNITOR LEAD, SWPC, 895C715001, UNISON, 9043170-2	4.0
360000	W-3-D7	BATTERY, LEAD SELENIUM, SD-7	2 0
360001	W-3-D3	TUBE, CROSSFIRE, COMBUSTION, W501F, 7951D97G03	26.0
360003	M-3-A9	SWITCH, PRESSURE,LUBE OIL, 80" H20, UNITED ELECTRIC, J402-	1 0
360005	M-3-B10	SWITCH, 2 STACKS, VOLTAGE REG, ELECTROSWITCH, SER 24,	3.0
360006	M-1-B1	RESTRICTOR, FLOW, LP BLEED VLV, NUMATICS, 5FC3	1 0
360007	M-3-B8	BOOSTER, VOLUME, 150#/150#, FAIRCHILD, 20823	1.0
360008	M-1-B1	SUPPORT, BRUSH MODULE, 1858J05G08	1 0
360009	M-4-A5-2B	GAUGE, 0-60, 2 1/2" FACE, ROSEMOUNT, G425BSG10S	1.0
360010	M-4-B5-2B	GAUGE, 0-400, 2 1/2" FACE, ROSEMOUNT, G425BSG15S	1 0
360011	W-3-T2	THERMOUCOUPLE, LPG INDUSTRIES, W7940D48-G01	3.0
360012	GB-3	GASKET, SPIRAL WOUND, WITH RING, 2", 3/4/600#	20 0
360012	W-C-3F	GASKET, SPIRAL WOUND, WITH RING, 2", 3/4/600#	162.0
360013	GB-3	GASKET, SPIRAL WOUND, WITH RING, 1", 3/4/600#, # 010030000085	9 0
360014	W-C-3F	GASKET, SPIRAL WOUND, CGI, 1-1/2", 300#	159.0
360014	GB-3	GASKET, SPIRAL WOUND, CGI, 1-1/2", 300#	13 0
360015	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 1 1/2", 150#	210.0
360015	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 1 1/2", 150#	62 0
360016	W-C-3D	GASKET, SPIRAL WOUND, WITH RING, 1 1/2", 150#	16.0
360017	W-C-3D	GASKET, SPIRAL WOUND, WITH RING, 3/4", 150#	20 0
360018	W-C-3D	GASKET, SPIRAL WOUND, WITH RING, 1", 150#, 010010000085	12.0
360019	W-C-3D	GASKET, SPIRAL WOUND, CGI - WITH INNER RING, 2", 150#,	1 0
360020	W-C-3D	GASKET, SPIRAL WOUND, WITH RING, 8", 150#	16.0
360021	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 150#	7 0
360021	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 150#	17.0
360022	W-C-3E	GASKET, SPIRAL WOUND, WITH RING, 10", 300#	15 0
360023	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 150#	5.0
360023	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 150#	10 0
360024	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 300#	8.0
360024	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 300#	10 0
360025	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 300#	9.0
360025	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 300#	7 0
360026	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 14", 150#	5.0
360026	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 14", 150#	20 0
360027	GB-2	GASKET, SPIRAL WOUND, CGI - WITH INNER RING, 14", 300#,	3.0
360028	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 18", 150#	5 0
360028	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 18", 150#	5.0
360029	GB-2	GASKET, SPIRAL WOUND, CGI, WITH RING, 6", 300#, P/N	12 0
360030	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 6", 300#	17.0
360031	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 6", 150#	12 0
360031	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 6", 150#	10.0
360032	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 300#	18 0
360032	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 300#	12.0

Item	Bin	Description	Current Balance
360033	GB-2	GASKET, SPIRAL WOUND, WITH RING, 4", 300#	6 0
360033	W-C-3E	GASKET, SPIRAL WOUND, WITH RING, 4", 300#	11.0
360034	W-C-3D	GASKET, SPIRAL WOUND, WITH RING, 3", 3/4/600#	32 0
360035	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 3", 3/4/600#	25.0
360035	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 3", 3/4/600#	9 0
360036	GB-2	GASKET, SPIRAL WOUND, WITH RING, SS OUTER RING, 12", 300#	1.0
360037	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 16", 150#	2 0
360038	W-C-3D	GASKET, SPIRAL WOUND, CGI - WITH INNER RING, 6", 150#,	6.0
360040	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 600#	6 0
360040	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 12", 600#	7.0
360041	W-C-3E	GASKET, SPIRAL WOUND, CGI - WITH INNER RING, 12", 600#,	5 0
360042	W-C-3D	GASKET, SPIRAL WOUND, CGI - WITH INNER RING, 4", 150#,	7.0
360043	GB-4	GASKET, RED RUBBER, 1/8" THICK, 10",	9 0
360044	GB-4	GASKET, WHITEGARLOCK, 1/16" THICK, 10", 150#	10.0
360045	GB-3	GASKET, GRAFOIL, 1/8" THICK, 12", 300#	20 0
360046	GB-3	GASKET, GRAFOIL, 1/8" THICK, 10", 300#	12.0
360047	GB-3	GASKET, GRAFOIL, 1/8" THICK, 8", 150#	10 0
360048	GB-3	GASKET, GRAFOIL, 1/8" THICK, 8", 300#	20.0
360049	GB-3	GASKET, GRAFOIL, 1/8" THICK, 6", 300#	16 0
360050	M-3-B11	RECEPTICAL, WELDING, CROUSE-HINDS, CPS532201	1.0
360053	M-3-B11	BREAKER, 30A, 3 POLE, STYLE 66D1546G04, CUTLER-HAMMER	4 0
360054	M-3-B11	BREAKER, 150A,, 6601C87G11, CUTLER-HAMMER HMCP150T4C,	2.0
360055	M-3-B11	ARRESTOR, LIGHTNING 277/480V, DELTAL, LA 601	1 0
360058	M-3-B8	ASSEMBLY, RELAY BOARD, CATERPILLAR, 9Y6497	1.0
360059	M-1-D8	PROBE, KEY PHASER, SWPC, 2275J77011	3 0
360060	M-3-B11	BREAKER, 480V 80A, STYLE 6639C86G94, CUTLER-HAMMER	1.0
360061	M-3-A7	COVER, RECEPTICLE, ALUMINUM WET LOC, FSK-WT2	8 0
360062	M-1-A1	VALVE, GLOBE, THREADED FITTING, 1" 150#, BRONZE, JENKINS	9.0
360063	M-1-A1	VALVE, GLOBE, THREADED FITTING, 3/4" 150#, BRONZE, JENKINS	7 0
360064	M-1-A2	VALVE, GLOBE, THREADED FITTING, 1 1/2" 150#, BRONZE, JENKINS	5.0
360065	M-1-A2	VALVE, GLOBE, THREADED FITTING, 3/8" 150#, BRONZE, JENKINS	10.0
360066	M-1-A1	VALVE, GLOBE, THREADED FITTING, 1/2" 150#, BRONZE, JENKINS	1.0
360067	M-1-D2	GAUGE, 0-500 PSI, 5" FACE, , DWYER, 2005 W20N	2 0
360068	M-1-A2	VALVE, RED HAT, SOLENOID, 120 VAC, EFHT8320G202	2.0
360069	M-3-D11	TRANSFORMER, IGNITION, 120V/6000V, 175A/20MILLI A, DONGAN,	1 0
360070	M-1-B2	GAUGE, PRESSURE, 0-30 PSI, 2" DIAL, 1/4" NPT BACK, ASHCROFT,	1.0
360071	M-3-B5	RECEPTICLE, ANGLE PLUG, 2 POLE 3 WIRE, 30 AMP, 250V ,	1 0
360072	M-1-B4	REGULATOR, 1/4", W/HANDWHEEL, 0-35 PSI SPRING, FS67CFR-	1.0
360073	M-3-A8	TRANSMITTER, PRESSURE, 0-250 IN H2O, 3051CD2A02A1AH2DF	2 0
360074	M-3-A7	VALVE, SOLENOID, 2 WAY, 24VDC, 1" N/C, ASCO, EFHT8215B50	1.0
360075	M-1-D2	GAUGE, DIFFERENTIAL, 0-15 PSI, 5" FACE, , DWYER, 2330	3 0
360076	M-1-A3	VALVE, CHECK, PILOT WTR, PARKER, 8Z(A)-C8L-1-T-SS	7.0
360078	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 600#	10 0
360078	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 600#	15.0
360079	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 1 1/2", 3/4/600#	18 0
360079	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 1 1/2", 3/4/600#	75.0
360080	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 1", 150#	55 0
360080	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 1", 150#	25.0
360081	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 2", 3/4/600#	75 0
360081	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 2", 3/4/600#	21.0
360082	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 2", 150#	14 0
360082	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 2", 150#	50.0
360085	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 1", 3/4/600#	50 0
360085	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 1", 3/4/600#	15.0
360086	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 3/4", 150#	48.0
360087	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 1/2", 150#	47.0
360088	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 3", 150#	21 0
360088	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 3", 150#	28.0
360089	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 150#	13 0
360089	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 4", 150#	9.0
360090	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 5", 150#	15 0
360090	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 5", 150#	10.0
360091	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 5", 300#	9 0
360091	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 5", 300#	16.0
360092	GB-3	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 600#	4 0
360092	W-C-3F	GASKET, SPIRAL WOUND, WITH OUT RING, 8", 600#	10.0
360093	GB-2	GASKET, SPIRAL WOUND, WITH OUT RING, 10", 300#	9 0

Item	Bin	Description	Current Balance
360093	W-C-3E	GASKET, SPIRAL WOUND, WITH OUT RING, 10", 300#	5.0
360094	GB-1	GASKET, SPIRAL WOUND, WITH OUT RING, 10", 150#	5.0
360095	GB-4	GASKET, GRAFOIL, 6", 150#	25.0
360095	W-C-3A	GASKET, GRAFOIL, 6", 150#	24.0
360096	W-C-3C	GASKET, GRAFOIL, 1 1/2", 150#	169.0
360096	GB-4	GASKET, GRAFOIL, 1 1/2", 150#	25.0
360097	GB-4	GASKET, GRAFOIL, 3/4", 150#	25.0
360097	W-C-3B	GASKET, GRAFOIL, 3/4", 150#	175.0
360098	W-C-3B	GASKET, GRAFOIL, 1", 150#	190.0
360098	GB-4	GASKET, GRAFOIL, 1", 150#	25.0
360099	GB-4	GASKET, GRAFOIL, 4", 150#	16.0
360099	W-C-3D	GASKET, GRAFOIL, 4", 150#	30.0
360100	GB-4	GASKET, GRAFOIL, 2", 150#	30.0
360100	W-C-3A	GASKET, GRAFOIL, 2", 150#	170.0
360101	GB-4	GASKET, GRAFOIL, 3", 150#	21.0
360101	W-C-3D	GASKET, GRAFOIL, 3", 150#	75.0
360102	M-1-A3	VALVE, BALL, 1/2", THREADED END, APOLLO, 76F-103-01	2.0
360103	M-1-A3	VALVE, BALL, 3/4", THREADED END, APOLLO, 76F-104-01	10.0
360104	M-1-A3	VALVE, BALL, 1", THREADED END, APOLLO, 76F-105-01	3.0
360105	M-1-B3	VALVE, BALL, 3/8", THREADED END, APOLLO, 76F-102-01	2.0
360106	M-1-B3	VALVE, BALL, 1/4", THREADED END, APOLLO, 76F-101-01	4.0
360107	I-1-B	MODULE, E-STAND: 04, TXP, 6ES7 153-1AA03-0XB0	1.0
360108	I-1-B	CARD, BIOS-REVISION, TXP, 6DD1611-0AG0	1.0
360109	M-1-C4	FILTER, GR. 10 COALESCER, PARKER 10H10H-025X8	8.0
360110	M-1-D5	DRYER, DESICCANT, X2504000, PN# 360110	6.0
360111	M-1-A4	VALVE, GLOBE, THREADED FITTING, 2" 150#, JENKINS 300CWP M-1-	5.0
360112	M-4-C4-1C	RELAY, 24VOLTS, MSD INC., TXP TRIP STRING RELAY, 219FXX69PL	3.0
360113	M-4-C4-1B	SOCKET/FRONT, MSD INC , 33377	3.0
360114	M-1-A4	VALVE KIT FOR DRAIN PUMP, 1-1/2 DCV-4, VALVE #1348300 DC4	5.0
360115	M-1-A1	VALVE, ASCO RED-HAT VALVE, 120/60, 110/50 T564394, EF8210G87	8.0
360117	M-1-A4	VALVE, ASCO RED-HAT VALVE, EF8210G87	2.0
360119	M-2-B1	FILTER, TYPE KZ1, BETA 1>Z=200, MICROGLASS, SCHROEDER,	6.0
360120	M-2-B1	FILTER, BETA 3>=200, MICROGLASS, SCHROEDER, SBF-9601-8Z3B	1.0
360121	M-2-B1	FILTER, BETA 3>=200, SFB-9600-8Z3B, SCHROEDER	1.0
360122	M-3-B3	FUSE, FUSETRON, FRS-R-200	6.0
360123	M-3-B3	FUSE, FUSETRON, FRS-R-100	2.0
360124	M-3-B3	FUSE, CURRENT LIMITING, HIGH VOLTAGE, 25CLPT-.5E	6.0
360125	M-3-B3	FUSE, FUSETRON, FR5-R-30	15.0
360126	I-4-C1-Q	FUSE, BUSS, D-4256, NON-10 ONE TIME FUSE	7.0
360128	M-3-B3	FUSE, CLASS RK5, CURRENT LIMITING, 200AMP, 600V, GOULD	6.0
360129	M-1-B6	ELEMENT, HEATER, 250W, 240VOLT,D-4256	2.0
360130	M-4-F5-1A	ALARM, FIRE, MULTITONE W/STROBE, WP, 24V, HIGH, RED, WH-	2.0
360131	M-3-C4	ANALOG INPUT MODULE, TXP, ANALOG EINGABE, AI8*12BIT,	3.0
360132	M-1-A5	VALVE, SOLENOID, COIL, 125VDC, PARKER, H2723N	2.0
360133	M-3-C4	BUSCONNECTOR, SIMATIC, SIEMENS, 6ES7972OBB40OXA0	1.0
360134	M-4-B1-1A	VALVE, CARTRIDGE, 3 WAY, G5261-001 (MANIFOLD REBUILD KIT,	3.0
360135	M-4-B1-1B	VALVE, SOLENOID,C54402001,(MANIFOLD REBUILD KIT PART 2 OF	3.0
360136	M-4-B1-1B	VALVE, CHECK,A55221-3,(MANIFOLD REBUILD KIT PART 3 OF 4 SEE	3.0
360137	M-4-B1-1B	ORFICE ASSEMBLY,42950-115,(MANIFOLD REBUILD KIT PART 4 OF 4	3.0
360138	M-4-C1-1	SPLICE KIT, MOTOR LEAD INLINE, 3M, 78-8096-4636-3	5.0
360139	M-1-A4	VALVE, TRUELINE BALL, HOWARD MARTIN, N650-T, 1-1/2" NPT SS	1.0
360140	M-4-D4-1C	SWITCH, 3 POS, SEL, CUTLER-HAMMER, E34VPBK1-Y1	1.0
360141	M-4-D4-1B	CONTACT BLOCK, 2N.O., CUTLER HAMMER, 10250T2	5.0
360142	M-4-D4-1A	PADLOCK ATTACHMENT, FOR PUSHBUTTON & KNOB, CUTLER	5.0
360143	W-3-C8	GASKET, T/C, HEAD CAP INSULATOR, PYCO, 85741	16.0
360144	W-3-C8	GASKETS, T/C, HEAD CAP, PYCO, 85716	33.0
360145	M-4-D4-2A	SWITCH, KNOB SEL., BLACK NON-ILLUMINATED, CUTLER HAMMER,	9.0
360146	M-4-D4-2B	CONTACT KIT, FOR ME SERIES, CUTLER-HAMMER, 2184A10G14	1.0
360147	W-3-C8	THERMOCOUPLE, LPG INDUSTRIES, DWG#897C244-G01	8.0
360148	W-3-C8	THERMOCOUPLE, HEAD CAP, LGP IND , DWG#897C316-001	8.0
360150	M-4-B5-3A	PHOTOCONTROL, OUTDOOR LIGHTING, FLUSH MOUNTING,	1.0
360151	W-3-C8	RTD, BATH HEATER TEMP SENSOR FOR FUEL GAS, SSI, CT/CW-103	1.0
360152	W-3-C8	RTD, BYPASS TEMP SENSOR, SSI, CT/CW100	1.0
360153	W-3-C8	SWITCH, LEVEL, KNOCKOUT DRUM DRAIN TANK, MAGNETROL,	2.0
360154	W-3-C8	PROBE, LEVEL, KKS#CEKG40CL221,8AA-1A1A-	1.0
360156	W-3-C8	SWITCH, LEVEL, HEAD ONLY, MAGNETROL, 082-8303-400/8AA-1A1A-	2.0
360157	M-4-F5-1B	SPEED SENSOR, VOITH, Q100880	6.0

Item	Bin	Description	Current Balance
360158	M-1-C1	PRESSURE RING, 350/292, ABB, GSXB840036P0003	1 0
360159	M-1-C1	SEALING RING, 100X20, ABB, G60-609	3.0
360160	I-1-A	SENSOR, COMBUSTIBLE GAS, LEL,3/4"NPT, DETRONICS,	2 0
360161	M-1-B4	MUFFLER, REL-VL-VALV, MALE, MPT, MAX 175PSI, X10	6.0
360162	M-3-B4	CASING, FOR COMBUSTABLE GAS TRANSMITTER (2200356), DET-	3 0
360163	M-1-B3	SWITCH, PUMP, SJE PUMPMASTER PLUS, 15FT, 120VWPLUG,	1.0
360164	M-1-C1	RELAY, DRIVER, MODULE, GP, CATERPILLAR, EMERGENCY DIESEL	1 0
360165	M-4-B5-4B	AUDIO LEVEL, VOLUME CONTROL, GAI-TRONIX, 12506-001	1.0
360166	M-4-B5-4A	PHOTOCONTROL, OUTDOOR LIGHTING, AREA LIGHTING	2 0
360167	M-4-C4-4A	RELAY, INTERPOSING, 3PDT, 120VAC, DAYTON, 5YP92	3.0
360168	M-4-C4-4B	RELAY, INTERPOSING, DPDT, 120VAC, DAYTON, 5X827	3 0
360169	M-4-C4-4C	RELAY, INTERPOSING, DPTD, 24VDC, DAYTON, 5YP80	5.0
360170	M-4-C4-4D	RELAY, SOCKET, TYPE A, DAYTON, 5X852	6 0
360171	M-4-C4-3C	RELAY, SOCKET, TYPE C, DAYTON, 5X853	3.0
360173	M-1-A11	RELAY, MOTOR MANAGEMENT, GE/TESLA, MODEL 469-P5-HI-A20	1 0
360174	I-1-C	SENSOR, AMMONIA, MIL-RAM TECHNOLOGY, 09-2211	2.0
360175	I-1-C	BOARD, AMMONIA DETECTOR, MIL-RAM TECHNOLOGY, 02-2211	2 0
360176	M-3-C10	TRANSFORMER, CONTROL, 150VA, CUTLER-HAMMER, C0150E2AFB	2.0
360178	M-4-B5-2C	CONTACT, AUXILIARY, TELEMECANIQUE, LA1 DN22	1 0
360179	M-3-C10	TRANSFORMER, 150VA, PRI 230/460V, SEC 115V, CUTLER-HAMMER,	1.0
360180	M-4-C5-1D	POWER LIGHT, ASSEMBLY KIT, RED, FOR PUMP CONTROLLER,	1 0
360181	M-4-C5-1D	POWER LIGHT, ASSEMBLY KIT, CLEAR, FOR PUMP CONTROLLER,	1.0
360182	M-4-C5-2A	LAMP,755, PUMP CONTROLLER, 6 3V, 0 15A, 0 95W, #M0028	2 0
360183	M-4-B5-2C	RELAY, CONTROL, PUMP CONTROLLER, 110V, 50/60HZ,	2.0
360184	M-4-C5-2B	TIMER, MINIMUM RUN, PUMP CONTROLLER, CROUZET, 88 867 215	1 0
360185	M-3-C10	SWITCH, PRESSURE, 0-300, PUMP CONTROLLER, POTTER, ADPS-	1.0
360186	M-4-C5-2A	LAMP, 756, DIESEL PUMP CONTROLLER, 14V, 0 8A, # M0029	10 0
360187	M-4-B5-2C	RELAY, DIESEL PUMP CONTROLLER, 3PDT, 12VDC COIL, CUTLER-	1.0
360188	M-4-C5-2C	ARRESTOR, LIGHTNING, SURGE SUPPRESSOR, SINGLE PHASE,	1 0
360189	M-3-C10	MONITOR, POWER, PHASE REVERSAL, PUMP CONTROLLER,	1.0
360190	I-4-G1-N	HEATER, OVERLOAD, C-H, F91A	3 0
360191	I-4-G1-N	HEATER, OVERLOAD, C-H, F89A	3.0
360192	I-4-G1-O	HEATER, OVERLOAD, C-H, H2014B	3 0
360193	I-4-G1-P	HEATER, OVERLOAD, C-H, H2012B	3.0
360194	I-4-G1-O	HEATER, OVERLOAD, C-H, H2005B	3 0
360195	I-4-G1-P	HEATER, OVERLOAD, C-H, H2011B	3.0
360196	I-4-G1-Q	CONTACT, AUXILIARY, GEN BKR, SIDE MOUNT, CUTLER-HAMMER,	1 0
360198	M-3-B5	COIL, CONTACTOR FOR FIRE WATER TANK HEATER, 120V,	1.0
360199	GB-4	GASKET, BLACK GRAFOIL, 1/2", 150#	26 0
360199	W-C-3C	GASKET, BLACK GRAFOIL, 1/2", 150#	175.0
360200	M-1-B2	KIT, REPAIR,AMMONIA, PUMP, HYDRA-CELL MODEL	4 0
360201	M-4-D5-4B	SEAL, 4", SOFT TEFLON, 1-503-24-063	1.0
360202	M-4-D5-4B	SPRING, FOR CHECK VALVE MDL#1601AC P/N 1-504-02-812	1 0
360203	M-4-D5-4B	PIPE PLUG, HEX P/N 1-507-01-318	1.0
360204	M-4-D5-4B	ROLL PIN P/N1-562-10-152	1 0
360205	M-4-D5-4B	O-RING,BACK-UP P/N 1-503-02-658	1.0
360206	M-4-D5-4C	SEAL, 6" SOFT TEFLON P/N 1-503-24-065	1 0
360207	M-4-D5-4C	SPRING, P/N 1-504-02-820	1.0
360208	M-4-D5-4C	PIPE PLUG, HEX P/N 1-507-01-319	1 0
360209	M-4-D5-4D	PIN,ROLL P/N 1-562-10-160	1.0
360211	M-4-D5-4D	O-RING, BACK-UP P/N 1-503-02-761	1 0
360212	M-3-D7	STARTER,SZ 3 3P 120V P/N A200M3CAC	1.0
360213	M-3-D7	STARTER, SZ 4 3P 120V P/N A200M4CAC	1 0
360214	M-3-D7	CONTACTOR, SZ 1 3P 120V P/N A201K1CA	1.0
360215	M-3-D7	CONTACTOR, SIZE 3, 3PH, 120V, CUTLER-HAMMER, A201K3CA	1 0
360216	M-3-D6	BREAKER, 3P 50A, INDUSTRIAL, P/N HFD3050	1.0
360217	M-3-D6	BREAKER, 3P 80A P/N HFD3080	1 0
360218	M-3-D6	BREAKER, 3P 3A MAGNETIC P/N HMCP003AOC	1.0
360219	M-3-D6	BREAKER, 3P 15A P/N HMCP015EOC	1 0
360220	M-3-D6	BREAKER, 3P 30A P/N HMCP030H1C	1.0
360221	M-3-D6	BREAKER, 3P 50A P/N HMCP050K2C	1 0
360222	M-3-D6	BREAKER 3P 100A P/N HMCP100R3C	1.0
360223	M-3-D6	BREAKER, 3P 150A 750-250V P/N HMCP150U4C	1 0
360224	M-3-D6	BREAKER, P FRAME, 400A MAX, CUTLER-HAMMER, HKD3400F	1.0
360225	M-3-D6	BREAKER, 2P FRAME P/N HJD3250F	1.0
360226	M-3-D6	BREAKER, 2P 125A P/N HFD3125	1.0
360227	M-3-D6	BREAKER, 2P 100A P/N HFD3100	1 0

Item	Bin	Description	Current Balance
360228	M-3-D10	CONTACTOR, 125V DC, 1 NO, CUTLER-HAMMER, ME410C	2.0
360229	M-3-D10	CONTACTOR, 125VDC P/N ME401C- USE ITEM # 2843	1 0
360230	M-3-C12	DESICCANT CARTRIDGE, MODEL DC-7, P/N3091500	4.0
360231	M-3-B10	SWITCH, 4 STACKS, VOLTAGE REG, ELECTROSWITCH, SERIES 24,	2 0
360232	M-4-D4-3C	GASKET, TEE FILTER BODY, SWAGELOK, GT-209, SS-8TF-K2	8.0
360233	M-3-C2	SWITCH, LIMITED, FIRE SYSTEM VALVE, POTTER, 1010206, OSYSU-	2 0
360234	M-3-C7	SWITCH, PRESSURE, LOW PILOT - CHEMETRON, 0-300 PSI, UNITED	1.0
360235	M-4-F5-2A	SPRAY NOZZLE, FOGJET, FOR NH3 LEAK PROCTECTION SYS,	4 0
360236	M-3-A6	TUBE, FEP, .250"OD X .187", 50FT, CEMS, FOR NOX ANALYZER	1.0
360237	M-3-D7	BREAKER, 2P, 150AT, CUTLER HAMMER, ED2150V	1 0
360238	M-4-A4-2B	RELAY, 110DCV, LY2-DC-110	1.0
360240	M-3-A12	FILTER, EMERGENCY EYE-WASH, AMETEK, P/N BB-155305	10 0
360241	M-3-A12	CANNISTER, FILTER EMERGENCY EYE-WASH, AMETEK, P/N 20-ST	2.0
360242	M-4-F4-1	SOLENOID, 24VDC, CHEMETRON,#1-061-0707	1 0
360243	M-3-B6	PILOT VALVE, 3-WAY, CHEMETRON, #1-061-0794	1.0
360244	M-1-D7	HOUSING,PROXIMITY PROBE,#31000-16-10-00-147-01-05	3 0
360246	M-1-D7	CHARGE AMPLIFIER, DYNAMIC PRESS, BNCVG, 350500-01-00-00-	1.0
360247	I-1-C	MAGNETIC OPTICAL DRIVE, 8X 5 25", SONY, MODEL SMOF551	1 0
360248	I-1-C	POWER SUPPLY,BENTLY,3500 # 3500/15-03-03-00	1.0
360249-R1	I-1-C	MODULE,DYNAMIC PRESSURE,BENTLY,3500 # 3500/64-01-00,	1 0
360250	I-1-C	RELAY,4 CHANNEL,BENTLY,DYNAMIC,3500 # 3500/32-01-0	2.0
360251	I-1-C	COMMUNICATION GATEWAY,BENTLY,3500 # 3500/92-01-01-00	3 0
360252	M-1-D8	SENSOR,ACCOUSTIC,DYNAMIC,COLUMBIA RSRCH,3500 # 145664,	3.0
360253	I-1-C	POWER SUPPLY,BENTLY,VIBRATION,3500 # 3500/15-04-04-00	1 0
360254	I-1-C	TACHOMETER,BENTLY,3500 # 3500/50-01-00	1.0
360255	I-1-C	PROXIMITOR,SEISMIC, RACK CARD, BENTLY,3500 # 3500/42-01-00	1 0
360256	M-2-B1	FILTER, DRIER, CHEMETRON # 50440830	2.0
360257	M-4-F5-3A	GASKET, SET, TYPE ES, 1", FISHER, P/N RGASKETX162	1 0
360258	M-4-F5-3B	PLUG,STEM ASSY,TYPE ES, 1", P/N 1U2161X0082	1.0
360259	M-4-E5-2C	SEAT, RING, TYPE ES, 1", P/N 1U222546172	1 0
360260	M-1-C10	CAGE,QO, TYPE ES 1" P/N 2U215033272	1.0
360261	M-1-C10	KIT, REPAIR, TYPE ES, I", P/N RPACKX00102	1 0
360262	M-1-C9	DIAPH, SCUFF PLATE, TYPE 657, SIZE 34, P/N 18B2713X092	1.0
360263	M-4-E5-3C	BEARING, THRUST, TYPE 1052K, P/N 1N888799012	2 0
360264	M-4-F5-2B	BUSHING, TYPE 1052K, P/N 12A9374X012	2.0
360265	M-4-E5-3A	BUSHING LINED, DU, TYPE 1052K, P/N 12A9775X012	2 0
360266	M-1-C9	DIAPHRAGM, TYPE 1052K, P/N 2E859702202	2.0
360267	M-4-E5-2D	PIN, TAPER, TYPE 8560, P/N F13668X0022	2 0
360268	M-1-C10	SEAL, RING, TYPE 8560, P/N 75B0003X012	1.0
360269	M-4-F5-2C	SPRING, TYPE 8560, P/N 75B0004X012	1.0
360270	M-4-E5-3C	BEARING, LINED, TYPE 8560, P/N 75B1075X012	2.0
360271	M-4-E5-2D	PIN, HOLLOW, TYPE 8560, P/N 75B1122X042	2 0
360272	M-4-E5-3B	PACKING, SET, TYPE 8560, P/N 12A8832X022	1.0
360273	M-4-E5-3B	PACKING, BOX, RING, TYPE 8560, P/N 16A6085X012	1 0
360274	M-4-E5-2B	KIT, RELAY, TYPE DVC 5020, P/N 14B5072X122	1.0
360275	M-4-F5-2C	KIT, ELASTOMER, TYPE DVC 5020, P/N 14B5072X142	1 0
360276	M-4-E5-2B	GAUGE, PRESS, 1.5, P/N 11B4040X022	2.0
360277	M-4-E5-2C	POT, BUSHING, ASSEMBLY, TYPE DVC 5020, P/N 14B5070X072	1 0
360278	M-1-C10	I/P, ASSY, SHROUD, TYPE DVC5020, P/N 38B6041X022	2.0
360279	M-4-F5-3A	GASKET, SET, TYPE ED & ET, P/N RGASKETX212	3 0
360280	M-1-C9	PLUG, STEM, BAL, TYPE ED & ET, P/N 1V6581X0042	4.0
360281	M-1-C10	SEAT, RING, TYPE ED & ET, P/N 1U222946172	4 0
360282	M-4-F5-2B	RING, PISTON, TYPE ED, P/N 1U2392X0012	1.0
360283	M-1-C10	CAGE, QO, TYPE ED, P/N 2U236033272	1 0
360284	M-1-C10	KIT, REPAIR, TYPE ED, P/N RPACKX00022	1.0
360285	M-1-C9	DIAPHRAGM, TYPE 655, P/N 1F702402112	2 0
360292	M-1-C9	KIT, REPAIR, TYPE V20B, P/N RV150X00C32	1.0
360293	M-4-E5-3B	PACKING, SET, TYPE V20B, P/N 12A899X022	1 0
360294	M-4-F5-2B	KEY, TAPER, W/HEAD, TYPE V200B, P/N 12B9530X012	1.0
360295	M-4-E5-3B	PACKING, BOX, RING, TYPE V200B, P/N 16A6084X012	1 0
360296	M-4-E5-3C	BEARING, LINED, COMP, TYPE V200B, P/N 17B7142X012	2.0
360297	M-4-E5-2D	PIN, GROOVE, TYPE24, TYPE V200B, P/N 18A6135X012	1 0
360298	M-4-E5-3C	BEARING, THRUST, TYPE 1052, P/N 10A4636X012	1.0
360299	M-4-E5-3A	BUSHING, TYPE 1052, P/N 12A9373X012	1 0
360300	M-4-E5-3A	BUSHING, LINED, DU, TYPE 1052, P/N 12A9556X012	1.0
360301	M-1-C9	DIAPHRAGM, TYPE 1052, P/N 2E670002202	1 0
360302	M-4-E5-2D	PIN, TAPER, TYPE A41, P/N G11299X0032	2.0

Item	Bin	Description	Current Balance
360303	M-4-E5-3C	BEARING, METAL, TYPE A41, P/N 75B1100X012	2 0
360304	M-4-F5-2B	SEAL, RING, TYPE A41, P/N 75B1109X022	1.0
360305	M-4-E5-2D	PIN, HOLLOW, TYPE A41, O/N 75B1122X032	2 0
360306	M-4-F5-3A	GASKET, TYPE A41, P/N 75B1124X032	2.0
360307	M-4-E5-2A	PACKING, RING, TYPE A41, P/N 12A9136X012	4 0
360308	M-4-E5-3B	PACKING, BOX, RING, TYPE A41, P/N 16A6084X012	1.0
360309	M-4-E5-1C	KIT, REPAIR, HIGH, TEMP, TYPE 1035, P/N 75B0595X062	1 0
360310	M-4-E5-2C	KIT, REPAIR, TYPE DVC 5030, P/N 14B5072X122	1.0
360311	M-4-F5-2C	KIT, ELASTOMER, TYPE DVC 5030, P/N 14B5072X142	1 0
360312	M-4-E5-2B	GAUGE, PRESS, 1.5, TYPE DVC 5030, P/N 11B4040X032	2.0
360313	M-4-E5-3A	POT, BUSHING, ASSY, TYPE DVC 5030, P/N 17B4030X022	1 0
360315	M-4-E5-3C	O-RING, TYPE DVC 5030, P/N 1E591406992	1.0
360316	M-1-C9	KIT, REPAIR, TYPE DVC 5030, P/N R67CFRX0012	1 0
360317	M-4-E5-2D	PIN, TAPER, TYPE A41, P/N 19A3749X012	2.0
360318	M-4-F5-2B	SEAL, RING, NOVEX, TYPE A41, P/N 75B1108X012	1 0
360319	M-4-E5-2D	PIN, HOLLOW, TYPE A41, P/N 75B1122X012	2.0
360320	M-4-E4-1B	EXPANSION VALVE, CHEMETRON, LPCO2	2 0
360321	M-4-E5-3C	BEARING, METAL, TYPE A41, P/N 75B1136X012	2.0
360322	M-4-E5-2A	PACKING, RING, TYPE A41, P/N 12A9134X012	4 0
360323	M-4-E5-3B	PACKING, BOX, RING, TYPE A41 P/N 16A6082X012	2.0
360325	M-1-C11	TYPE DVC6020,	1 0
360327	M-1-C11	TYPE 6030,	1.0
360328	M-1-C11	REGULATOR, TYPE 67SS	1 0
360329	M-4-E4-1A	SOLENOID VALVE,PILOT,CHEMETRON #10610673	2.0
360330	M-4-E4-1C	O-RING,3-WAY VALVE,CHEMETRON # 30610046	3 0
360331	M-4-E4-2B	O-RING,3-WAY VALVE,CHEMETRON # 50230522	8.0
360332	M-4-E4-2B	O-RING,3-WAY VALVE,CHEMETRON #70230041	8 0
360333	M-4-E4-2A	SEAT DISC,3-WAY VALVE,CHEMETRON	8.0
360334	M-1-D1	REBUILD KIT, 8"FLOWGRID, NITRILE, 75 DUROMETER, MOONEY,	2 0
360335	M-4-G5-1C	REBUILD KIT,PILOT VALVE,MOONEY,SERIES 20H #201-008-01	4.0
360336	M-4-G5-1C	FILTER ELEMENT,TYPE 30, F G. PCV, MOONEY # 301-005-01	4 0
360337	M-4-G5-1C	REPAIR KIT, RESTRICTOR TYPE 24, F.G. PCV, MOONEY #240-004-01	6.0
360338	M-1-A9	HEATER,BLOCK,CUMMINS # 3919577	1 0
360339	M-1-A10	STARTER,CUMMINS,28MT,12V,CW10TD	1.0
360340	M-1-A10	BELT,RIBBED,CUMMINS	2 0
360341	M-1-A11	FILTER, FUEL, CUMMINS FIRE DIESEL PUMP, CUMMINS PN FF5052,	3.0
360342	M-1-A11	FILTER, OIL, CUMMINS DIESEL FIRE PUMP, STRATAPOUR #LF3894,	3 0
360343	M-1-A10	FILTER, AIR INTAKE, DIESEL FIRE PUMP,CUMMINS, RPL.AF4148,	3.0
360344	M-1-A10	BEARING, KIT, FIRE PUMP, CUMMINS	1 0
360345	M-4-C4-4A	RELAY,CUBE,METRON PANEL, FIREPUMP	3.0
360346	M-4-G5-1A	BUSHING, CORE GROUND, ABB GSU TRANSFORMERS, ABB, F-630,	1 0
360347	M-1-A9	SOLENOID,STARTER,CUMMINS	1.0
360348	M-1-A9	REGULATOR,WATER,CUMMINS,CASH ACME	1.0
360349	M-4-D3-1B	SOLENOID,VALVE,WATER,CUMMINS,ASCO # 8210G3	1.0
360350	M-4-G4-1A	BEARING, LUBEOIL FAN MOTOR #6311ZZ, 6311VVC3	2 0
360351	M-4-G4-1A	LUBE OIL BEARING, L.O. FAN MOTOR #6210ZZ, 6210VVC3	2.0
360352	M-1-C7	GAGE,ASHCROFT,BOTTOM MOUNT,4-1/2", 0-160# #45-1279SS-	1 0
360353	M-1-A6	BALL VALVE SAFTEY SHOWER 1"	2.0
360354	M-3-B2	FILTER, REGULATOR, PNEUMATIC, 3/4", PARKER, 07E41A13AC	3 0
360355	M-4-F3-3C	SOLENOID, VALVE, W501 VENTILATION, MAC, # 113B-111 CAA	6.0
360356	M-4-F3-3B	VALVE, QUICK EXHAUST, W501 VENTILATION, # OR25B	6 0
360357	M-3-B2	ACTUATOR, PNEUMATIC, W501 VENTILATION, D-3153-6003	5.0
360357-R1	M-3-B1	ACTUATOR, PNEUMATIC, W501 VENTILATION, D-3153-6003	2 0
360358	M-4-E4-2C	RTD, SENSOR, FLOW BOSS METERING, 1/4" DIA X 6" PROBE, 4"	1.0
360359	M-4-G4-1B	BEARING, HYDRAULIC PUMP MOTOR, SEALED, # 6208LL	2 0
360360	M-4-G4-1B	BEARING, HYDRAULIC PUMP MOTOR, SEALED, # 6309LL	1.0
360361	M-2-C3	FILTER, AIR, RESEVIOR, HYDRAULIC, REXROTH, DC-6F/1	3 0
360362	M-1-B3	VALVE, BALL 3/4", SAFETY SHOWER, # P-008A	2.0
360363	M-1-B3	VALVE, BALL 1", SAFETY SHOWER, # P-009A	2 0
360364	M-3-B6	VALVE, BALL, 1-1/2", CHEMETRON, FILL, #1-1/2 - A- 2200-GT	1.0
360365	M-3-B6	VALVE,BALL,1",CHEMETRON,VAPOR # 1 - A - 2200 - GT	1 0
360366	M-4-F4-1B	REPAIR KIT, VALVE, 1-1/2",CHEMETRON # RKA5GT	1.0
360367	M-4-F4-1B	REPAIR KIT, VALVE, 1", CHEMETRON # RKA3GT	2 0
360368	M-3-D3	BUSHING,SMALLMOUNT,1.435",LUBE OIL FAN, # 637	7.0
360369	M-2-B1	FILTER, TYPE KW, SCHROEDER, (CART MODEL KF32KZ1SD)	4 0
360371	M-3-D3	BEARING, DODGE, TYPE K FLANGE PN#023247, SHAFT 2 11/16",	2.0
360372	M-3-D3	BEARING, DODGE, TYPE E FLANGE PN#023106, SHAFT 2 7/16",	2 0

Item	Bin	Description	Current Balance
360373	M-3-C11	METER, HEAD ONLY, VORTEX FLOW, 0-15 GPM, YOKOGAWA, YF101,	3.0
360374	M-3-C11	SWITCH, PRESSURE, 30" VAC TO 20 PSI, UNITED ELETRIC	3 0
360375	M-3-C11	GAUGE, PRESSURE, -30 IN HG TO 15 PSI, WIKA	3.0
360376	M-3-C11	REGULATOR, PRESSURE, 1/2" NPT, 0-35 PSI, FISHER, TYPE 64	2 0
360377	M-2-A4	FILTER, HVAC, PLEATED,ADMIN, 20 X 36 X 1 P/N 102-041-3992	21.0
360380	W-3-A4	FILTER, AIR,CEMS BLDG, 15X20X2	36 0
360381	M-2-C4	FILTER,ELEMENT,COMPRESSED AIR,HANKISON, # E7-32 (HF7-32-	3.0
360382	M-4-G5-2A	DRAIN,VALVE ASSY,COMPRESSED AIR,HANKISON,SULLAIR	10 0
360383	M-1-B4	SWITCH,FLOW,SAFETY SHOWER,FLOTEC, DWYER # V6EPB-B-S-6-	2.0
360384	M-3-D8	BREAKER, CIRCUIT, 250A, ELECTRIC FIRE PUMP CONTROLLER	1 0
360385	M-3-D8	CONTACTOR, COIL, ELECTRIC FIRE PUMP CONTROLLER	1.0
360386	M-3-D8	CONTACT, AUXILIARY, ELECTRIC FIRE PUMP CONTROLLER	1 0
360387	M-3-D8	RELAY, 2 POLE, DIESEL FIRE PUMP CONTROLLER	1.0
360388	M-3-D8	SWITCH, PRESSURE, DIESEL FIRE PUMP CONTROLLER, MFG BY	1 0
360389	M-3-D8	VALVE, SOLENOID DRAIN, DIESEL FIRE PUMP CONTROLLER	1.0
360390	M-3-D8	RELAY, TIME, 3TR, OPTION "S", DIESEL FIRE PUMP CONTROLLER	1 0
360391	I-1-B	BOARD, LOGIC, DIESEL FIRE PUMP CONTROLLER	1.0
360392	M-3-D7	CONTACTOR, SQUARE D, LC1F265	1 0
360394	M-3-B3	FUSE, CLASS 3R, 5.08KV RATED, GE, # 55A212942P3RB	1.0
360395	M-3-B3	FUSE, CLASS 18R, 5 08KV RATED, GE, # 55A212942P18RB	1 0
360396	M-3-B3	FUSE, 2 E AMP, 4800V, INST RATING 50KA, GOULD, # A480T2E	3.0
360397	M-1-C8	BRUSH, COPPER SPLIT BRAID, GROUNDING, SHAFT, 501FD SW#	7 0
360398	W-3-C8	CAP, HEAD, THERMOCOUPLE, LPG - 04-1000	12.0
360399	M-3-D2	BEARING, BALL, SCR FAN SHAFT, SKF 1222K/C3	1 0
360400	M-3-D2	BEARING, ADAPTER, SCR DIL AIR FAN SHAFT, SKF SNW22X3-15/16	1.0
360401	M-3-D2	BEARING, SEAL, SCR DIL AIR FAN SHAFT, SKF LOR109	2 0
360402	M-3-D2	BEARING, ROLLER, SCR DIL AIR FAN SHAFT, SKF 23026CCK/C3W33	1.0
360403	M-3-D2	BEARING, ADAPTER, SCR DIL AIR FAN SHAFT, SKF SNW3026X4-7/16	1 0
360404	M-3-D2	BEARING, SEAL, SCR DIL AIR FAN SHAFT, SKF LOR117	2.0
360405	M-4-A4-1	SURGE PROTECTOR,SIMPLEX,FIRE PANEL, # 2081-9044	2 0
360406	M-1-D1	DIAPHRAGM, NITRILE, 75 DURO, 2" MOONEY, 102-013-01	2.0
360407	M-4-E4-2C	COIL, TYPE AMG, SOLENOID, 120/50 - 60, ALCO CONTROLS, R0109	1 0
360408	M-1-A9	LATCH, CT & ELECTRICAL PKG DOOR, KASON, 0056CL8020. DWG	4.0
360409	FC-2-3B	GREASE,COUPLING,AC/DC LUBEOIL PUMP,14 OZ	11 0
360410	M-4-G4-1B	BEARING,SCR DIL AIR BLOWER MTR,480V,OPE, # 6307ZZ	2.0
360411	M-4-G4-1B	BEARING,SCR DIL AIR BLOWER MTR,480V, DE, # 6309ZZ	1 0
360412	M-4-G4-2A	COUPLING, RUBBER INSERT, SERVICE WATER PUMP, SUREFLEX 7J	4.0
360413	M-1-C3	HEATER, PROBE, CEMS, P/N-53000001	2 0
360416	M-4-D4-4A	RELIEF,VALVE,INSTRUMENT AIR, RECEIVER,250 PSI, #0548-A01-	6.0
360417	M-4-D4-4B	RELIEF,VALVE,L.P. BLEED VALVE I/A DRUM, 125 PSI # CF2305-125	6 0
360418	M-4-D4-4C	RELIEF,VALVE,PULSE AIR COMP. RECEIVER, 175 PSI # CF2305-175	3.0
360419	M-4-F4-1B	RELIEF,VALVE,SWAGELOK,ROTOR AIR,PS&G,125 PSI # SS-8CPA2-	3 0
360420	M-4-B2-3A	STRAINER,SCREEN,FUELGAS NOZZLE, SPWC# 2296J68007	3.0
360421	M-4-B2-3A	RING,RETAINING,STRAINER,FUELGAS NOZZLE, SWPC# 2296J68008	20 0
360422	M-4-B3-1A	SEAL,WATER PUMP,CUMMINS,F/W PUMP MOTOR # 3906698	2.0
360424	M-2-D5	VALVE, RELIEF, SAFETY, RAC SUPP NH3 VAPORIZER, FLOWSAFE,	1.0
360425	M-2-D5	VALVE, RELIEF, SAFETY, LP CO2 TANK, ANDERSON GREENWOOD,	2.0
360426	M-2-D5	REGULATOR, BACKPRESSURE, LP CO2 TANK, ANDERSON	1 0
360427	M-2-D4	VALVE, RELIEF, SAFETY, SWPC FUELGAS FILTER, CONSOLIDATED,	1.0
360428	M-2-D4	VALVE, RELIEF, SAFETY, HYDRAULIC MIAN DSCHG ,	1 0
360429	M-2-D5	VALVE, RELIEF, SAFETY, SWPC HOT WATER TANK, MERCER, 2",	1.0
360430	W-3-C5	VALVE, RELIEF / VACUUM BKR, AMMONIA TANK, GROTH, 2", 15PSI /	1 0
360431	M-2-D5	VALVE, RELIEF, SAFETY, SERVICE AIR RCVR., MERCER, 3/4", 140PSI	2.0
360432	M-2-D5	VALVE,RELIEF,SAFETY,BOP,FUELGAS	3 0
360433	M-2-D4	VALVE,RELIEF,SAFETY,BOP,FUELGAS HTR.	1.0
360434	M-2-D4	VALVE, RELIEF, SAFETY, BOP, FUELGAS HTR BURNER SUPP , AG	1 0
360435	M-2-D5	VALVE,RELIEF,SAFETY,ELECTRIC F/W PUMP	1.0
360436	M-2-D5	VALVE,RELIEF,SAFETY,JOCKEY PUMP DSCHG,FARRIS,175PSI	1 0
360437	M-2-D5	VALVE,RELIEF,SAFETY,SUMP,FORWARDING,DSCHG,KUNKLE,1",30P	1.0
360439	W-3-D5	VALVE,RELIEF / VACUUM BKR,DEMIN WATER TANK,VAREC,4",1PSI /	1 0
360440	W-3-D5	VALVE,RELIEF / VACUUM BKR.,RAW WATER TANK,VAREC,6",1PSI /	1.0
360441	W-3-C8	THERMOCOUPLE,LUBE OIL BEARING TEMP,PYCO,TYPE K,02-3174-	2 0
360442	M-3-D13	ELEMENT, HEATER, 480V, 4.5KW, P/N 156-303012-289, PROHEAT	1.0
360443	W-3-C4	BUSHING, H V , EXCITATION TRANSFORMER, WARCO, P/N	2 0
360444	M-4-A3-2A	GASKET, BUSHING, H.V., EXCITATION TRANSFORMER BUSHING,	4.0
360445	M-1-D2	CONTROLLER,TEMPERATURE,GLYCOL,DWYER 2500, MODEL D-	1 0
360446	M-4-B2-1D	COUPLING, FLASHBACK, 270A379004	7.0

Item	Bin	Description	Current Balance
360447	M-4-B2-1D	FITTING, FLASHBACK, 2076J73040	16 0
360449	I-4-G1-Q	CONTACT, AUXILIARY, GEN BKR, SIDE MOUNTED, CUTLER-	1.0
360450	M-4-D4-3B	THERMOSTAT,HEATER,HOFFMAN,GEN BKR DRIVE MOTOR, #	6 0
360451	M-4-F4-1C	FILTER, FOR CHEMETRON SOLENOID, 9072	5.0
360452	M-4-F4-1C	ELEMENT, CHEMETRON FILTER, EK9072	12 0
360453	M-4-D4-4D	GAUGE, VACUUM PRESSURE, +/- 10 PSIG, QUALITROL, P/N 50-35E	3.0
360454	M-4-C4-1D	TRANSCEIVER, TXP, TERMINAL BUS, IEE 802 3, CENTRE COM, AT-	6 0
360455	W-3-D4	HEATER, MECHANICAL PKG, 480V, 5KW, 3 PHASE, CHROMALOX,	1.0
360456	W-3-C3	PUMP, DEMIN. WATER, MODEL 3196 STX, 1 5X3-6, 125 GPM, GOULD	1 0
360457	M-3-D8	TRANSMITTER, GAGE, SMART, GAS, 0-1000PSI, ROSEMOUNT,	1.0
360458	M-4-D4-2D	CONTACT, AUXILIARY, CONTROL OIL, 595-AB, REXROTH	3 0
360459	I-1-C	MODULE, RACK INTERFACE, BENTLY, 3500 / 20	1.0
360460	I-1-C	MODULE, I/O, DATA MGR, BENTLY, # 3500/20-01-02-00	1 0
360461	M-4-G5-2C	SENSOR, BUSHING TAP, GE TYPE A, DOBLE IDD, # 03C-1451-01	1.0
360462	M-4-B3-1B	KIT,SEAL,NBR,FOGGING PUMP,CAT,MODEL 781RS, #701883	2 0
360463	M-4-B3-1C	KIT,VALVE,NBR,FOGGING PUMP,CAT,MODEL 781RS, # 701884	2.0
360464	M-4-B3-1B	KIT,SEAL,NBR,FOGGING PUMP,CAT,MODEL 661, # 30798	1 0
360465	M-4-B3-1C	KIT,VALVE,NBR,FOGGING PUMP,CAT,MODEL 661, # 34387	2.0
360466	M-4-B3-1B	KIT,SEAL,NBR,FOGGING PUMP,CAT,MODEL 3811, # 701793	1 0
360467	M-4-B3-1D	KIT,VALVE,NBR,FOGGING PUMP,CAT,MODEL 3811, # 34151	2.0
360468	M-3-B1	FUSE, TYPE EJ0-1, 25 8 KV 0 5 AMP, MODEL 9F60 DNJ905	1 0
360470	I-1-A	BOARD, TERMINATION MAIN PRINTED, FLOBOSS, ROC 407,	1.0
360471	W-2-C5	HSL, SINGLE SS W/CAL, "J" T/C, 117', SCR, CT1&2, CISCO P/N	1 0
360472	M-4-B3-4A	CONTROLLER, TEMP, HOT H2O TANK, ATHENA # 16CTB000	3.0
360473	M-4-G4-1C	BEARING, INCH BALL, FOR PERISTALTIC PUMP, CEMS, P/N	2 0
360475	M-1-A7	HEATER,HVAC UNIT,APE BLDG.,20K WATT,SPECIFIC SYSTEMS #	1.0
360476	M-4-A4-1D	CONTACTOR, HEATER, HVAC UNIT, APE BLDG, 600V, 40 AMP,	2 0
360477	M-4-A4-1B	OVERLOAD, HEATER, HVAC UNIT, APE BLDG, SPECIFIC SYSTEMS #	1.0
360478	M-4-A4-1D	OVERLOAD,FAN MTR,HVAC,APE BLDG ,SPECIFIC SYSTEMS #	1 0
360479	M-3-D5	VALVE, GLYCOL COOLER TEMP CONTROL, GENERATOR, LX4B-14-	1.0
360480	M-4-G4-1B	BEARING, MOTOR, OBE, PILOT WATER INJECTION, 6309ZZ	3 0
360481	M-4-G4-1C	BEARING, MOTOR, IBE, PILOT WATER INJECTION, 6311ZZ	3.0
360482	M-4-B3-3A	REPAIR KIT, ROTOR, FLOW METER, SEAMETRICS, TX81S, INLET	3 0
360483	M-4-D3-1C	STEM,PISTON,REGULATOR/UNLOADER,INLET FOGGING,#32339S	2.0
360484	M-4-D3-1C	RETAINER,PISTON,REGULATOR,7533SS,INLET FOGGING,#39055S	2 0
360485	M-4-D3-1C	SEAT & BALL ASSY,REGULATOR,7533SS,INLET FOGGING,#32327S	3.0
360486	M-4-D3-1C	KIT,O-RING,REPAIR,REGULATOR,7533SS,INLET FOGGING,#32346B	3 0
360487	M-4-D3-1C	PIN,LOCKING,PISTON RETAINER,REGULATOR,7533SS,INLET	3.0
360488	M-4-D3-1C	NUT,ADJUSTING,M10,REGULATOR,INLET FOGGING,#M10	3 0
360489	M-4-H3-1A	SWITCH, PRESSURE, 6-75 PSI, CUSTOM CONTROL SENSORS,	2.0
360490	M-1-C11	KIT,REBUILD,REGULATOR,FISHER,95H,AMMONIA SKID, #	3 0
360491	M-1-C8	GAGE,ASHCROFT, 4-1/2", TYPE1279, BOTTOM MNT, 0-15 PSI, #45-	2.0
360492	M-1-C8	GAGE, ASHCROFT, TYPE 1279, 4-1/2", BOTTOM MNT, 0-100 PSI	1 0
360493	M-1-C8	GAGE, ASHCROFT, TYPE 1279, 4-1/2", BOTTOM MNT, 0-200 PSI	2.0
360494	M-4-F4-2A	REGULATOR, PRESSURE, PUMP DSCHG, AMMONIA, HYDRACELL,	1 0
360495	M-4-F4-2A	KIT, O-RING,PRESSURE REG, PUMP DSCHG, AMMONIA,	3.0
360496	M-3-A1	FLOWMETER, SEAMETRICS,FOGGING, INLET, TX81S	1 0
360497	M-3-A1	SENSOR, FLOWMETER, SEAMETRICS, TX81S, FOGGING, # 26310	1.0
360498	M-4-D3-1A	GASKET, HOUSING, FLOWMETER, SEAMETRICS, FOGGING, # 26211	3 0
360499	M-4-D3-1A	O-RING, SENSOR HOUSING, FLOWMETER, SEAMTERICS,	3.0
360501	M-1-A2	VALVE,SOLENOID,ASCO,24VDC,INST AIR,PS&G,1/2 NPT, #8210G2	2 0
360503	M-4-C5-3A	HEATER, OVERLOAD, CUTLER HAMMER, FH46	21.0
360504	M-3-A2	SPRING, MAIN, FUELGAS PCV, 8", MOONEY, #108-009-01	1 0
360505	W-3-C8	THERMOCOUPLE, ASSY., LPG, ROTOR AIR RETURN, 240T802-002-	1.0
360506	W-3-C8	THERMOCOUPLE, ASSY W/WELL, T2C, PYCO# 02-3170-17-2 8-7 8-	1 0
360507	W-3-C8	THERMOCOUPLE, W/O WELL, T2C, PYCO# 02-3170-17-2.8-7.8-GS	2.0
360509	M-1-B8	COUPLING, FLEXIBLE, SULLAIR, COMPRESSOR, #250004-638	1 0
360510	I-1-A	MODULE, ELECTRONICS, FOGGING, FLOWMETER, SEAMETRICS,	1.0
360511	M-3-B10	TERMINAL BLOCK, TXP, CUSTOM INTERFACE MODULE, 8-POINT, I/O	1 0
360512	M-3-B10	TERMINAL BLOCK, TXP, CUSTOM INTERFACE MODULE, 8-POINT, I/O	1.0
360514	M-2-C3	SHOE,SEAL,TRANSFER VALVE, LUBE OIL, HYCOA, BUNA, # 220-2-	6 0
360517	M-1-C8	GAUGE, ASHCROFT, 3-1/2", BMNT,1/4", 0-300 PSI, # A35-1009SWL-	1.0
360518	M-1-C8	GAUGE, ASHCROFT, 3-1/2", BMNT 1/4", -30HG - 60 PSI, #A35-	2 0
360519	M-1-C8	GAUGE, ASHCROFT, 2-1/2", 0-200 PSI, 1/4"BMNT, #A25-1009SWL-02L-	3.0
360520	M-1-C8	GAUGE, ASHCROFT, 2-1/2", 0-60 PSI, 1/4"BMNT, #A25-1009SWL-02L-	2 0
360521	M-3-A11	SWITCH, PRESSURE, 0-30 PSI, LUBE OIL, UNITED ELECTRIC, J402-	4.0
360522	W-3-C8	THERMOCOUPLE, THRUST BEARING, TYPE K DUPLEX, LPG,	2 0

Item	Bin	Description	Current Balance
360523	GB-3	GASKET, SPIRAL WOUND, CGI, 3/4" - 600#, 304SS, FLEXICARB	13.0
360524	M-1-B8	THERMOSTAT, PNEUMATIC, FOR SULLAIR DUMPER, RANGE 55 TO	1 0
360525	M-1-B8	KIT, STANDARD SERVICE KIT, FOR SCR FAN DAMPER ACTUATOR,	2.0
360526	M-1-D1	REBUILD KIT, 8"FLOWGRID, NITRILE, 80 DUROMETER,MOONEY,	6 0
360527	M-4-B3-3B	FUSE, THERMAL, 77 CELCIUS, THERMOCOOLER, NOX ANALYZER,	21.0
360528	GB-4	GASKET, COVER, FILTER SEPERATOR, FUELGAS, SWPC, NFS, #	3 0
360529	M-1-C5	SWITCH, GAGE, DIFFERENTIAL, 0-30, ORANGE RESEARCH, PILOT	1.0
360530	M-3-C9	VALVE, REGULATOR, PRESSURE, INSTRUMENT AIR, FISHER TYPE	1 0
360531	M-1-B2	REPAIR KIT, REGULATOR, FISHER, TYPE 64, INSTRUMENT AIR,	1.0
360532	M-4-B3-3C	TRANSMITTER, MODULE, LEVEL, MAGNETROL, KOTRON,	1 0
360533	M-3-C1	BOARD, POWER, FLOWMETER, AMMONIA, MICROMOTION,	1.0
360534	M-3-C1	BOARD, STACK, AMMONIA, FLOWMETER, MICROMOTION, #	1 0
360535	M-4-B3-2A	SENSOR, RTD, INLET FOGGING, RECIRC TEMP,	3 0
360536	M-3-B2	ACTUATOR, PNEUMATIC, DIAPHRAGM VTD 9294, FOR KMC MODEL	2 0
360537	M-3-B2	ACTUATOR, PNEUMATIC, FOR TURBINE ENCLOSURE SUPPLY AIR,	2.0
360537-R1	M-3-B2	ACTUATOR, PNEUMATIC, FOR TURBINE ENCLOSURE SUPPLY AIR,	2 0
360538	W-2-C5	HSL, DUAL SS W/CAL, "J" T/C, 117', STACK, CT1&2, CISCO P/N	1.0
360539	W-2-C6	HSL, SINGLE SS W/CAL, "J" T/C, 107', STACK, CT3, CISCO P/N	1 0
360540	W-3-D1	MOTOR, VAPOR EXTRACTOR, 5HP, TYPE AEHHXU, # X0052, TECO-	1.0
360541	M-1-A2	KIT, SOLENOID, ASCO, 120V, 1/4" PORTS, 3-WAY, 302142-MS	1 0
360542	M-1-D8	FLEX ELEMENT, BUNA, FOR TORQUE CONVERTER, VOITH, P/N	3.0
360543	M-4-F3-3C	Protector, oil cap, fogging pumps, # 828710	1 0
360544	M-4-F3-3C	Cap, oil, fogging pump, cat, model 781, #44666	2.0
360545	M-4-F3-3C	Cap, oil, fogging pump, cat, model # 661/3811, # 43211	1 0
360546	M-1-B4	O-RING, HEAD, DRYER, I/A, FLUID ENERGY,#3116662	1.0
360547	M-1-B4	VALVE, SHUTTLE, DRYER, INSTRUMENT AIR, #3144127	1 0
360548	I-1-B	BOARD, SIMPLEX 4010 FIRE ALARM PANEL, SF10 BOARD, MODEL	1.0
360549	M-3-D13	Gasket, Victaulic, 6", VI-77EG 6, Glycol, Generator	4 0
360550	M-3-D13	Coupling, Victaulic, 6", VI-77E.6, Glycol, Generator	4.0
360551	M-3-D13	Gasket, Victaulic, 8", VI-77EG 8, Glycol, Generator	2 0
360552	M-3-D13	Coupling, Victaulic, 8", VI-77E.8, Glycol, Generator	2.0
360553	M-3-B6	SWITCH, LEVEL, LS-1700 BR, BN, FOR SUNFLO PUMP, GEMS	2 0
360554	M-4-B3-4B	ISOLATOR, THERMOCOUPLE, CEMS, INPUT TYPE J T/C 0-500 DEG	1.0
360555	M-1-B3	Fan, thermocooler, cems, 951C, NOx analyzer	2 0
360556	M-3-C6	Sensor, MVS205P, Floboss, ROC-407	1.0
360557	M-3-C2	STRIP HEATER, GENERATOR, #285-050601-221, OT-1805, 1-1/2"	16 0
360558	M-1-C11	REGULATOR, PILOT, TYPE 310-32A, RANGE 100-250, HIGH TEMP	1.0
360559	M-1-B8	PISTON, INLET VALVE, PULSE AIR COMPRESSOR, P/N 250042-436,	4 0
360560	M-1-B8	BLOW DOWN VALVE ASSEMBLY (COMPLETE), PULSE AIR	4.0
360561	I-1-C	Board, Processor, Floboss, ROC407, #W48033X0012	1 0
360563	M-3-C10	DETECTOR, SMOKE, PHOTOELECTRIC, 2-WIRE PLUG-IN WITH	2.0
360564	M-3-C10	DETECTOR, SMOKE, PHOTOELECTRIC, 2-WIRE PLUG-IN WITH	1 0
360565	M-1-B3	Module, input, analog, Allen Bradley, Cems, Cisco, 4-Channel	1.0
360566	W-2-C5	SUPPORT BUNDLE, PROBE, 120FT , CEMS, CISCO, 88003004	1 0
360568	M-4-B3-4C	SWITCH,LEVEL,LUBE OIL TANK,GEMS,#83150	2.0
360569	M-1-B7	Valve, Regulator, Sullair, Control air, B08-02-FK00	1 0
360570	M-1-B7	Gauge, Reg, Sullair, 0-30, K4515N18030	1.0
360571	M-1-B7	Bowl, Drain, Reg, Sullair, GRP-96-712	1 0
360572	M-1-B7	Element, Filter, 5 mic, Reg, Sullair, FRP-96-729	3.0
360573	M-4-B5-1B	SWITCH, BLOCK, ALLEN BRADLEY, 800T-XAP	1 0
360574	M-1-B7	Valve, Blowdown, Seperator, Sullair, 02250049-634	3.0
360575	M-1-B3	SWITCH, TEMPERATURE, 120V, 16A, FOR CEMS REFRIGERATION	1 0
360576	M-4-F4-2C	Contactor, Cutler Hammer, CO2 compressor, 480V, C25DND325A	1.0
360577	M-4-F4-3C	Bearing,IB, Cems, Sample pump, 6205-2RZ, #A02011	1 0
360578	M-4-F4-3C	Bearing, OB, CEMS, sample pump mtr, 6203, #A02311	1.0
360579	W-3-C8	THERMOCOUPLE, ELEMENT ONLY, KKS MBH50CT003, PYCO, P/N	2 0
360580	M-4-F4-3A	Muffler, air dryer, cems, cisco, Puregas, #P400399	2.0
360581	M-4-F4-3A	Tower, Air Dryer, Cems, Cisco, Puregas, #P2004036	3 0
360582	M-4-D3-4A	Module, Tri Loop, Hart, Rosemount, 333D, 42Vdc	1.0
360583	M-4-F3-2B	Transmitter, ammonia, PureAire, 0-75ppm, TX-2460FMD	1 0
360584	M-4-F3-2A	Sensor, cell, ammonia, PureAire, 0-75ppm, GS-2460DY	2.0
360585	M-4-F3-2B	Membrane, ammonia, sensor, PureAire, M-2400M	5 0
360586	M-4-F3-2A	Electrolyte, ammonia, sensor, PureAire, EL-2460-5	1.0
360587	M-1-B4	MUFFLER, COMPLETE ASSEMBLY, REL-VLVALV, MALE, MPT, MAX	6 0
360588	M-4-3E-1A	SENSOR, PASSIVE INFRARED, 24V AC/DC SPDT, 90 SEC TIMER,	2.0
360589	M-1-D4	REGULATOR, CEMS, CALGAS, 50 PSI OUTLET, CiSCO, PN 81001036-	1 0
360590	W-2-D5	COMPRESSOR, CO2 SYSTEM, P/N KAJA-011A-TAD-800, COPELAND	1.0

Item	Bin	Description	Current Balance
360591	M-1-B2	VALVE PLATE, FOR CO2 SYSTEM COMPRESSOR, COPELAND	1 0
360592	M-4-F4-2C	Seal, Shaft, Lube Oil, Vapor Extractor	1.0
360593	W-3-C7	THERMOCOUPLE, ELEMENT, BLADE PATH, W501F, LPG 04-1299	8 0
360594	W-3-D7	THRUST BEARING, FILLER RING, W501F, P/N 1851J68001	1.0
360595	M-1-D2	GAUGE,4-1/2", ASHCROFT, FUELGAS, 0-1000, #A45-1279SSL-04L-	2 0
360596	M-1-D2	GAUGE, ASHCROFT, 2-1/2", FUELGAS, 0-1000 PSIG	2.0
360597	M-1-C4	Regulator, pressure, sample, NOX, 951C, cems	1 0
360598	M-1-C4	Gauge, regulator, sample, NOX, 951C, CEMS	1.0
360599	GB2	Gasket, spiral wound, flex, pilot nozzle, 1"-300, Special	31 0
360600	M-2-B1	FILTER, ELEMENT, FOR PORTABLE FILTER CART, KZ25	8.0
360601	M-1-A1	VALVE, SOLENOID, THREE-WAY, VERSA PRODUCTS, P/N VSG-3521-	1 0
360602	M-1-C4	Thermometer, sample bath, cems, 0-200F	1.0
360603	M-1-C4	Gauge, pressure, cems, 0-160 psi, I/A, 2" back mount	1 0
360604	M-1-C4	FAN, EXHAUST, 951C, CEMS, CISCO, 12VDC, 3200RPM	2.0
360608	M-4-B2-3B	Adapter, contact, switch, turbine, shaft jog, #10250TD31H	1 0
360609	M-4-B2-3B	Operator, key, switch, turbine, shaft jog, #10250T16112	1.0
360610	I-1-C	Power Supply, TDXnet, Bently, 2155, CE-225-4101	1 0
36320	M-4-F5-3A	GASKET, TYPE A41, P/N 75B1124X022	2.0
3646	M-2-B5	FILTER, AIR, SULLAIR COMPRESSOR, 02250131-497 (OLD P/N	6 0
3652	M-1-C5	THERMOMETER, DURATEMP, MODEL 600B-01-CE, ASHCROFT	2.0
3653	M-1-C7	GAUGE,PRESSURE,0-30 PSI,DURAGAUGE,ASHCROFT #45-	3 0
3654	M-1-C5	GAUGE,PRESSURE,0-200 PSI/14KG/CM2 ,DURAGAUGE,ASHCROFT	3.0
3655	M-1-C5	GAUGE,PRESSURE,0-160 PSI - 11 KG/CM2,	3 0
3656	M-1-C6	GAUGE,PRESSURE,0-300 PSI - 21 KG/CM2,	3.0
3657	M-1-C6	GAUGE,PRESSURE,0-10K PSI - 7000KPA, DURAGAUGE,ASHCROFT	3 0
3658	M-1-C6	GAUGE,PRESSURE,0-55 PSI - 4 KG/CM2, DURAGAUGE,ASHCROFT	3.0
3659	M-1-C6	GAUGE,PRESSURE,0-350 PSI - 25 KG/CM2,	2 0
3660	M-1-C5	GAUGE,PRESSURE,0-30 PSI - 2 KG/CM2, COMMERCIAL,ASHCROFT	3.0
3661	M-1-C5	GAUGE,PRESSURE,0-150 PSI - 10	1 0
3662	M-1-C5	GAUGE,PRESSURE,0-60 PSI - 4 KG/CM2,COMMERCIAL,ASHCROFT	3.0
3663	M-1-C5	GAUGE,PRESSURE,0-6000 PSI - 400 BAR,GEN SERVICE,ASHCROFT	3 0
3664	M-1-C5	GAUGE,PRESSURE,0-100 PSI - 7 BAR,GEN SERVICE,ASHCROFT	1.0
3665	M-1-C7	GAUGE,PRESSURE,BELLOWS,20" H2O - 37 MMHG, ASHCROFT	3 0
3666	M-1-D2	GAUGE,MAGNEHELIC,15 PSI,DWYER #4215	3.0
3667	M-1-D2	FLOWMETER, DWYER #RMA-9-SSV	1 0
3668	M-1-C5	GAGE,DIFFERENTIAL PRESSURE,30 PSI,ORANGE RESEARCH,	3.0
3669	M-1-D4	BRUSHES, TURNING GEAR MOTOR, 20 HP, W501F, BALDOR 93A088-	7 0
3670	M-1-D7	PROBE, THRUST, 3300 8MM, 3/8-24 UNF, 330105-02-12-10-02-00	6.0
3671	M-4-D5-4A	SWITCH, ACTUATOR DP, MOOG IGV, G4536-70V, AUX0003531	3 0
3690	M-3-C14	V BELT, 6 GROOVE, BANDED, GLY COOLER, PART # 6- B136	3.0
3691	M-3-C12	V BELT, 5 GROVE, BANDED, ROTOR AIR COOLER PART # B158	1 0
3805	M-3-B4	SWITCH, THERMOSTAT,120VAC,38-70F RANGE,NOMALLY OPEN,	1.0
390004	M-3-C9	SWITCH, 3 STACKS, VOLTAGE REG, ELECTROSWITCH, SER 24,	1 0
3938	M-1-D6	VALVE,AUTOMATIC DRAIN,INGERSOLL RAND 7100, # 32310690	3.0
4125613	M-3-C10	RELAY, MODEL 12HGA11S52	1 0
4136036	M-4-B4-1A	SEAL, PUMP , P/N DO8717A146241	1.0
4156	M-1-D5	DESICCANT, CASE BREATHER, DES-CASE, HYDRAULIC, DC/6-D	7 0
4194	M-4-E4-4A	COIL, SOLENOID, VALVE, 125VDC, MOOG, C54404-125D,	2.0
4300	M-3-B1	ASSEMBLY, COUPLING GRID & COVER, AC/DC LUBE OIL PUMP,	1 0
4302	M-2-A1	FILTER ELEMENT, 0.35 MICRON, 20", INLET FOGGING SYS, FUP-27,	24.0
4320	M-4-E4-3A	VALVE, CHECK, ACTUATOR, FUEL GAS, PILOT/A/B/C-STAGE,	1 0
4321	M-4-E4-3B	VALVE, CARTRIDGE, ACTUATOR, FUEL GAS, PILOT/A/B/C-STAGE,	1.0
4322	M-4-E4-3C	INDICATOR ASSY, FILTER ALARM, VISUAL, MOOG PN C66875-072V	1 0
4327	M-4-E4-4B	INDICATOR ASSY, FILTER ALARM, MOOG PN C74021-072V	1.0
4334	M-4-E5-4A	SENSOR, INDUCTIVE, SPEED PROBE, 15MM PROX SENSOR, PF	1 0
4336	M-4-E5-4B	CONVERTER, UNIVERSAL FREQUENCY SPD MONITOR,	1.0
4346	M-3-C7	TRANSMITTER, PRESSURE, 0-800 PSI, 3051TA3A2B21AE5,	1 0
4488	M-4-D3-2A	COIL, SOLENOID VALVE, FOGGING PUMP, PN HS3GF18A24	4.0
4489	M-4-D3-2B	KIT, VALVE REPAIR, FOGGING SKID, PN KS211AF02L7FG9	1 0
4515	M-3-D8	TRANSMITTER, DIFFERENTIAL PRESSURE, 0 - 2000PSI,	2.0
4529	I-1-A	MODULE, ANALOG , OUTPUT, P/N FSA01H, FLOBOSS,	2 0
4531	M-4-B4-3A	KIT, REBUILD, GH10XTHMXXX-X, (81000011), CISCO, 81000013	2.0
4627	LSW	MODULE, SS52, TXP, SWPC PN: AUX0010296, SIEMENS IC PN:	1 0
4767	BLU-WHSE	COUPLING, FLEXIBLE DISC, TORQUE CONVERTER TO	1.0
4809	I-1-B	KEYPAD,SV9000, ROTOR AIR COOLER,CUTLER-	1 0
4818	M-4-D3-2C	KIT, REPAIR, S211, VALVE, DIAPHRAGM, 1" NPT, KS211AF02L7GJ2,	1.0
4822	M-3-C10	SMOKE DETECTOR, IONIZATION, INTEL, AM FIRE, FSI-851	1 0

Item	Bin	Description	Current Balance
4841	M-3-C9	MODULE, TEMPERATURE, RTD, INTRINSICALLY SAFE,	2.0
4888	M-4-F4-3A	KIT, FILTER, 760 SERIES, SERVO VALVE, HYDRAULIC, CONTROL	5 0
4970	M-4-B3-2A	TRANSMITTER, RTD, RECIRC, PN: TH11 PT100, 30-250F, FOGGING	3.0
4971	W-3-C5	FILTER, ELEMENT, LUBE OIL, W501F, 12 MICRON, HYPRO PN:	35 0
4972	W-3-C5	FILTER, ELEMENT, LUBE OIL, W501F, 6 MICRON, HYPRO PN:	14.0
50100001	W-3-D3	MOTOR, 20 HP, DC, TURNING GEAR, W501F, BALDOR, 93A088-2693	1 0
50100007	W-3-D2	MOTOR, 30 HP, 1773 RPM, FR 286T, 460 VAC, LUBE OIL COOLER,	1.0
50100009	BLU-OUTSIDE	COOLER, BUNDLE, LO, W501F, GEA RAINEY 1-1224T108	1 0
50100026	A-6	VALVE, 4", 2ND STG TCV, W501F, FISHER ACT/VLV HYTORK 680/A41	1.0
50100033	M-1-A11	RELAY, SYNC CHECK, W501F, SWPC AUX0001382, BASLER	1 0
50100037	B-A-1	COMPUTER, EMISSIONS FLOW, W501F, SERVOMEX	1.0
50100053	BLU-WHSE	TRANSFORMER, NEUTRAL GROUNDING, W501F	1 0
50100072	M-1-B5	MOTOR, PUMP, GEN BREAKER, ABB, 110-125V, GPFX052220R0001	1.0
50100073	M-1-B5	VALVE, CONTROL, OPEN, GEN BREAKER, W501F, GPFX730094R92	1 0
50100074	M-1-B5	VALVE, CONTROL, CLOSE, GEN BREAKER, W501F, GPFX730094R92	1.0
50100075	M-1-B5	BRUSHES, CARBON, GEN BREAKER, W501F GPFX052143P0098	24 0
50100103	BLU-WHSE	BUSHING, HIGH VOLTAGE, GSU TRANSFORMER, 245 MVA,	3.0
50100105	BLU-WHSE	BUSHING, LOW VOLTAGE, GSU TRANSFORMER, W501F, LF126007-	3 0
50100115	BLU-WHSE	BUSHING, HV-NEUTRAL, GSU TRANSFORMER, W501F, OFTA 550-	2.0
50100150	M-D-3	DETECTOR, GROUND, AVR, SWPC, AUX0003668, C-H, 149D971G04	1 0
50100258	M-3-D12	KIT, OVERHAUL, FIRE PUMP, AURORA, 476-0633-644	2.0
50100265	M-3-C13	BELT, V, 7100 SERIES AIR COMPRESSOR, IR, 95100160	6 0
50100346	M-4-B5-3D	DETECTOR, THERMAL, FENWAL, FIRE SYS, W501F, 12-F27121-000-	2.0
50100347	M-4-B5-4C	DETECTOR, THERMAL, FENWAL, FIRE SYS, W501F, 12-H27121-000-	3 0
50100353	M-3-A8	TRANSMITTER, PRESSURE, ROSEMOUNT, DP, FUELGAS FLOW,	2.0
50100375	M-1-D8	CABLE, EXTENSION 8 METER, BENTLY NEVADA, 330130-080-00-00	8 0
50100377	M-1-D7	PROBE, PROXIMITY 8MM, 9 METER LEAD, BENTLY NEVADA, 330101-	7.0
50100382	M-1-D7	PROXIMITOR, 5MM AND 8MM , 9 METER, BENTLY NEVADA, 330100-	2 0
50100491	M-1-D8	CABLE, DYNAMIC PRESSURE TRANSDUCER, BENTLY, W501F,	16.0
50100492	M-3-C9	CONTROLLER, PLC, MICROLOGIC, W501F, 1761-L32BBB	3 0
50100519	W-3-T4	THERMOCOUPLE, FLASHBACK, W501F, SWPC, 4283C05001	72.0
50100547	W-3-C7	THERMOCOUPLE, BLADE PATH, W501F, SWPC, 897C327001, USE	9 0
50100548	W-3-T2	THERMOCOUPLE, DISC CAVITY #2, W501F, SWPC, 7863D61001	3.0
50100549	W-3-T3	THERMOCOUPLE, DISC CAVITY #3, W501F, SWPC, 7863D61002	2 0
50100550	W-3-T3	THERMOCOUPLE, DISC CAVITY #4, W501F, SWPC, 7863D61003	2.0
50100570	BLU-WHSE	BUSHING, LOW VOLTAGE, GSU TRANSFORMER, 501F, 025V0750VW,	2 0
50100577	BLU-WHSE	BUSHING, HIGH VOLTAGE, GSU TRANSFORMER, 501F,	3.0
50101062	M-3-B6	SWITCH, MAGNETIC, GLYCOL, TEWAC,GEMS, 85350	3 0
505-5400001	W-3-C6	NOZZLE, FUEL, PILOT, DUAL FUEL, DLN, COMBUSTION, 501F,	1.0
505-5400001-R1	W-3-C6	NOZZLE, FUEL, PILOT, DUAL FUEL, DLN, COMBUSTION, 501F,	3 0
505-6350056	M-3-C8	RELAY, AUX., GENERATOR,COMP.	2.0
507-1600064	M-4-D5-3D	BOARD, AMP, CIRCUIT, FOR 1151AP, DP & GP	2 0
5600	M-4-B2-4A	ANALOG RETRANSMITS (4CH), OUTPUT MODULE, #SNFI-20	1.0
629-1600072	M-4-D5-3D	BOARD, CIRCUIT, CALIB.,FOR 1151AP, DP&G	1 0
661-8600001	M-3-A11	UNIT, WEATHERPROOF DRIVER (RATED 30 WATTS @ 16 OHMS)	1.0
6791	M-4-G5-1A	SEAL 55X70X8 A-NBR TURNING GEAR FLENDER GEAR BOX RO2462	1 0
6816	BLU-WHSE	COUPLING, GEAR, 501F, VOITH 304004619	1.0
6817	BLU-WHSE	COUPLING, DISC, 501F, VOITH 304005135	1 0
6825	M-B-4	CARD, FLASH, PLC S5 MEMORY MODULE, 256KB,501F, SIEMENS,	6.0
6887	M-1-A2	SOLENOID ASCO PART #8320G184 MS 3-WAY 1/4" 120/60	1 0
695-6050001	M-4-D4-2C	PROBE, VIBRATION PROXIMITOR8MM/9 METER 330100-50-00	1.0
711-8200000	M-3-C11	TRANSDUCER, I/P, MOD 3311DS1J1, CURRENT/PRESSURE,	3 0
7146223	I-4-C1-R	FUSE, 250V, 35 AMPS, NON-35/BUSS	15.0
7900007	I-1-C	MODULE, 3500 RACK INTERFACE, 3500/20-01-02-00	1 0
872-5350005	W-3-D1	MOTOR, 10 HP, 215T BALDOR	1.0
IP861606	M-3-A11	STARTER,ELECTRICAL,MAGNETIC,1,,480,,,,3, AN16DN0AB	1 0
IP872582	M-4-B5-1B	RELAY, P/N 420221, ALLEN BRADLEY 700HA32A1, 120 VAC,	1.0
SWPC-6CGRG02	W-3-C4	RING, C-GAS, 6-LEG, 501F, 8154D99G02 (SWPC WARRANTY ITEM)	2 0

EXECUTION COPY

ASSET PURCHASE AGREEMENT

BETWEEN

BLUEGRASS GENERATION COMPANY, L.L.C.

AND

KENTUCKY UTILITIES COMPANY

AND

LOUISVILLE GAS AND ELECTRIC COMPANY

DATED AS OF

SEPTEMBER ~~14~~15, 2011

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September ~~14~~15, 2011, is entered into between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**") and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyer**") (Seller and Buyer each a "**Party**" and together the "**Parties**").

RECITALS:

WHEREAS, Seller is engaged in the business of owning and operating three natural gas fired simple cycle power generation units (each a "**Unit**") located on the Real Property (as defined below) (the Units and all supporting infrastructure and other improvements on the Real Property, the "**Plant**") (the "**Business**");

WHEREAS, Seller operates the Business through a financing arrangement with Oldham County, Kentucky ("Oldham") such that Seller makes payments in lieu of property taxes ("**PILOT Payments**") and lease payments to Oldham under the terms of the In-Lieu of Tax Payments Agreement made and entered as of November 1, 2000, by and between Oldham and Seller (the "**PILOT Agreement**") and the lease dated as of November 1, 2000 between Seller as lessee and Oldham as lessor, as such lease has been amended pursuant to amendments dated December 27, 2001, December 27, 2002, and January 19, 2006 (the "**Lease**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, as an inducement to Buyer entering into this Agreement, Seller Parent has executed simultaneously herewith a guarantee whereby Seller Parent guarantees Seller's performance of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

"**Acquisition Proposal**" has the meaning set forth in **Section 6.03(a)(i)**.

"**Action**" means any claim, action, cause of action, lawsuit, arbitration, audit, notice of violation, legal proceeding, litigation, citation, summons, or subpoena of any nature, whether civil, criminal, administrative, or regulatory, whether at law or in equity.

"**Actual Prorated Amount**" has the meaning set forth in **Section 2.06(c)**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Allocation Schedule**" has the meaning set forth in **Section 2.07**.

"**Assigned Contracts**" has the meaning set forth in **Section 2.01(b)**.

"**Assigned Intellectual Property Assets**" has the meaning set forth in **Section 2.01(b)**.

"**Assignment and Assumption Agreement**" has the meaning set forth in **Section 3.02(a)(ii)** (*Closing Deliverables*).

"**Assumed Liabilities**" has the meaning set forth in **Section 2.03**.

"**Balance Sheet**" has the meaning set forth in **Section 4.04**.

"**Balance Sheet Date**" has the meaning set forth in **Section 4.04**.

"**Benefit Plan**" means each benefit, retirement, employment, compensation, incentive, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program and other arrangement (and any amendments thereto), whether or not reduced to writing, in effect and covering one or more Employees, former employees and the beneficiaries and dependents of any such Employee or former employee of the Business, and is maintained, sponsored, contributed to, or required to be contributed to by Seller, or under which Seller has or may have any liability for premiums or benefits.

"**Bill of Sale**" has the meaning set forth in **Section 3.02(a)(i)**.

"**Books and Records**" has the meaning set forth in **Section 2.01(j)**.

"**Business**" has the meaning set forth in the recitals.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Louisville, Kentucky are authorized or required by Law to be closed for business.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Closing Certificate**" has the meaning set forth in **Section 7.03(e)**.

"**Buyer Indemnitees**" has the meaning set forth in **Section 8.02**.

"**Casualty Notice**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Casualty Loss**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Casualty Termination Notice**" has the meaning set forth in **Section 6.17(a)(ii)**.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

"**Closing**" has the meaning set forth in **Section 3.01**.

"**Closing Date**" has the meaning set forth in **Section 3.01**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Condemnation Notice**" has the meaning set forth in **Section 6.17(c)(i)**.

"**Condemnation Termination Notice**" has the meaning set forth in **Section 6.17(c)(ii)**.

"**Condemnation Value**" has the meaning set forth in **Section 6.17(c)(iv)**.

"**Contracts**" means all legally binding contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other legally binding arrangements, whether written or oral, but excluding Permits.

"**Deductible**" has the meaning set forth in **Section 8.04(b)(ii)**.

"**Deed**" has the meaning set forth in **Section 3.02(a)(iv)**.

"**De Minimis Amount**" has the meaning set forth in **Section 8.04(b)(i)**.

"**De Minimis Claim**" has the meaning set forth in **Section 8.04(b)(i)**.

"**Direct Claim**" has the meaning set forth in **Section 8.07(c)**.

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

"**Dollars or $**" means the lawful currency of the United States.

"**Employees**" means with respect to a Person, those individuals who are considered to be employees of that Person under applicable Law.

"**Encumbrance**" means any charge, claim, pledge, lien (statutory or other), condition set forth in recorded real estate documents, equitable interest, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal or similar restriction.

"**Environmental Attributes**" means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or

allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that are held by Seller or are allocated on behalf of the Plant by Seller or allocated to Seller for the ownership, lease, operation, use or maintenance of the Business or the Purchased Assets as of: (i) the date of this Agreement; and (ii) future years for which such allocations have been established and which are in effect as of the date of this Agreement.

"**Environmental Claim**" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"**Environmental Law**" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) concerning pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"**Environmental Notice**" means any notice of violation or infraction, notice respecting any Environmental Claim, or notice of intent to file a citizens suit for an actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit under Environmental Law.

"**EPA**" means the Environmental Protection Agency.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"**Estimated Prorated Amount**" has the meaning set forth in **Section 2.06(b)**.

"**Estimated Proration Adjustment Amount**" has the meaning set forth in **Section 2.06(b)**.

"**Estimated Restoration Cost**" has the meaning set forth in **Section 6.17(b)**.

"**Excluded Assets**" has the meaning set forth in **Section 2.02**.

"**Excluded Contracts**" has the meaning set forth in **Section 2.02(a)**.

"**Excluded Liabilities**" has the meaning set forth in **Section 2.04**.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Financial Statements**" has the meaning set forth in **Section 4.04**.

"**FIRPTA Certificate**" has the meaning set forth in **Section 7.02(m)**.

"**FPA 203**" means Section 203 of the Federal Power Act, as amended, 18 U.S.C. §824b.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, agreement, determination or award entered by or with any Governmental Authority.

"**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is designated as "hazardous", "acutely hazardous", "toxic", or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Indemnified Party**" has the meaning set forth in **Section 8.04**(c)7.

"**Indemnifying Party**" has the meaning set forth in **Section 8.04**(c)7.

"**Independent Accounting Firm**" has the meaning set forth in **Section 2.07**.

"**Insurance Policies**" has the meaning set forth in **Section 4.123**.

"**Intellectual Property**" means all intellectual property rights, however arising, whether pursuant to statutory or common Law, and whether or not registered, including: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) all copyrights, registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, designs, know-how, processes, and trade secrets, whether or not patentable; and (e) patents and pending patent applications, reissues, extensions, reexaminations and renewals of such patents and applications.

"**Intellectual Property Assets**" means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted, and includes all Intellectual Property Registrations and Intellectual Property Licenses.

"**Intellectual Property Assignments**" has the meaning set forth in **Section 3.02(a)(iii)**.

"**Intellectual Property Licenses**" means all licenses, sublicenses and other Contracts by or through which other Persons, including Seller's Affiliates, grant Seller exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted.

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Interim Balance Sheet**" has the meaning set forth in **Section 4.04**.

"**Interim Balance Sheet Date**" has the meaning set forth in **Section 4.04**.

"**Interim Financial Statements**" has the meaning set forth in **Section 4.04**.

"**Inventory**" has the meaning set forth in **Section 2.01(a)**.

"**KPSC**" means the Kentucky Public Service Commission.

"**Knowledge of Seller or Seller's Knowledge**" means the actual knowledge of the individuals listed on Section 1.01(k) of the Disclosure Schedules, after due inquiry, which includes the review of the Purchase and Sale Agreement, dated as of August 9, 2009 (along with its corresponding schedules and exhibits) as the same relates to Seller with respect to the change

in control of Seller that occurred on November 30, 2009, and the inquiry as to Article IV hereof of Mark Yates.

"**Law**" means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Lease**" has the meaning set forth in the recital.

"**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, or (b) the ability of Seller to consummate the transactions contemplated hereby in accordance herewith; *provided, however*, that the following shall not be considered when determining whether a Material Adverse Effect has occurred: any change, event, effect or occurrence (or changes, events, effects or occurrences taken together) resulting from (a) any change generally affecting the international, national or regional electric generating, transmission or distribution industry; (b) any change generally affecting the international, national or regional wholesale or retail markets for electric power, including pricing; (c) any change generally affecting the international, national or regional wholesale or retail markets for the natural gas industry; (d) any change in markets for commodities or supplies, including electric power, natural gas or fuel and water, as applicable, used in connection with the Business; (e) any change in general regulatory or political conditions, including any engagements of hostilities, acts of war or terrorist activities or changes imposed by a Governmental Authority associated with additional security; (f) any change in the international, national or regional electric transmission or distribution systems or operations thereof; (g) any change in any Laws (including Environmental Laws) or industry standards; (h) any change in the financial condition or results of operation of the Business caused by the sale pursuant to this Agreement; (i) any change in the financial, banking, or securities markets (including any suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange, American Stock Exchange, or Nasdaq Stock Market) or any change in the general national or regional economic or financial conditions; (j) any actions to be taken pursuant to or in accordance with this Agreement; (k) the announcement or pendency of the transactions contemplated hereby; (l) any change in the ability to further develop or expand the Business; (m) any changes to a regional

transmission operator or capacity markets; (n) any new power plant entrants and their effect on pricing or transmission.

"**Material Contracts**" has the meaning set forth in **Section 4.06(a)**.

"**Material Suppliers**" has the meaning set forth in **Section 6.13**.

"**MPPAA Plan**" means a multiemployer Plan, as described in Section 4001(a)(3) of ERISA.

"**Non-Reimbursable Damages**" has the meaning set forth in **Section 8.04(h)**.

"**Party**" has the meaning set forth in the recitals.

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates of authorization, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" has the meaning set forth in **Section 4.07**(a).

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**PILOT Agreement**" has the meaning set forth in the recitals.

"**PILOT Payments**" has the meaning set forth in the recitals.

"**PILOT Program Termination**" has the meaning set forth in **Section 6.08(a)(ii)**.

"**Plant**" has the meaning set forth in the recitals.

"**Post-Closing Tax Period**" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"**Prepayments**" has the meaning set forth in **Section 2.01(h)**.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"**Prorated Amount**" has the meaning set forth in **Section 2.06(f)**.

"**Prorated Difference**" has the meaning set forth in **Section 2.06(b)**.

"**Prorated Items**" has the meaning set forth in **Section 2.06(a)**.

"**Proration Adjustment Amount**" has the meaning set forth in **Section 2.06(c)**.

"**Proration Calculation**" has the meaning set forth in **Section 2.06(c)**.

"**Purchase Date**" means November 30, 2009.

"**Purchase Price**" has the meaning set forth in **Section 2.05**.

"**Purchased Assets**" has the meaning set forth in **Section 2.01**.

"**Qualified Benefit Plan**" means each Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

"**Real Property**" has the meaning set forth in **Section 4.09(a)**.

"**Release**" means, with respect to Hazardous Materials, any actual release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture), that is punishable (by fines or otherwise) or requires remediation under applicable Environmental Laws.

"**Representative**" means, with respect to any Person and its Affiliates, any and all directors, officers, employees, limited and general partners, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Request Date**" has the meaning set forth in **Section 2.06(b)**.

"**Restoration Cost**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Restore**" has the meaning set forth in **Section 6.17(a)(i)**.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Closing Certificate**" has the meaning set forth in **Section 7.02(i)**.

"**Seller Indemnitees**" has the meaning set forth in **Section 8.03**.

"**Seller Parent**" means Port River, LLC, a Delaware limited liability company.

"**Schedule Update**" has the meaning set forth in **Section 6.18**.

"**Tangible Personal Property**" has the meaning set forth in **Section 2.01(d)**.

"**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Third Party Claim**" has the meaning set forth in **Section 8.07(a)**.

"**Transaction Documents**" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, ~~Deeds~~Deed,

Parent Guaranty and all other agreements, instruments and documents contemplated by this Agreement, including those that are required to be delivered at the Closing.

"**Unaudited Financial Statements**" has the meaning set forth in **Section 4.04**.

"**Unit**" has the meaning set forth in the recitals.

"**VASCC**" means the Virginia State Corporation Commission.

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all of the Purchased Assets owned or leased by Seller. For purposes of this Agreement, the term "**Purchased Assets**" means all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, and whether now existing or hereafter acquired (other than the Excluded Assets), which are used or held for use in connection with, the Business, including, without limitation, the following:

(a) all inventory, raw materials, supplies, parts and other inventories used or useful in the ownership, maintenance or operation of the Business and the Plant (except for those items listed on **Section 2.01(a)** of the Disclosure Schedules, "**Inventory**").

(b) all Contracts, including Intellectual Property Licenses, set forth on **Section 2.01(b)** of the Disclosure Schedules (the "**Assigned Contracts**");

(c) all Intellectual Property Assets (the "**Assigned Intellectual Property Assets**");

(d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the "**Tangible Personal Property**");

(e) all Real Property;

(f) the Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on **Section 4.15(b)** (*Compliance with Law; Permits*) and **Section 4.16(b)** (*Environmental Matters*) of the Disclosure Schedules;

(g) all rights to any Actions of any nature available to or being pursued by Seller to the extent directly arising from the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, but only to the extent that such Actions are with respect to the title to, or to the preservation or restoration of, the Purchased Assets or the Assumed Liabilities following Closing;

(h) all prepaid expenses, credits, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, fees (including any such item relating to the payment of Taxes) and advance payments relating to the ownership of the Business and the Purchased Assets following Closing, but not including any such items attributable to the period prior to Closing or the Excluded Assets, as set forth on **Section 2.01(h)** of the Disclosure Schedules (the "**Prepayments**");

(i) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent such rights are with respect to maintaining title to or preserving or restoring the Purchased Assets following Closing;

(j) originals, or where not practicable, copies, of books and records of the Seller which are directly related to the Business, and which include the following: trial balances, general and subsidiary ledgers and other accounting records, machinery and equipment maintenance files, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including material correspondence with any Governmental Authority other than any such correspondence concerning the PILOT Project Termination, sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, intellectual property files relating to the Intellectual Property Assets and the Intellectual Property Licenses, if any ("**Books and Records**"); and

(k) all of Seller's rights to any Environmental Attributes with respect to the Business or the Plant.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) Contracts, including Intellectual Property Licenses, that are not Assigned Contracts (the "**Excluded Contracts**");

(b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization and ownership of Seller;

(c) the assets, properties and rights specifically set forth on **Section 2.02(a)** of the Disclosure Schedules;

(d) the rights which accrue or will accrue to Seller under the Transaction Documents;

(e) except as provided in Section 6.17(a)(v), any insurance benefit or claim, including rights and proceeds, arising out of and relating to events or periods prior to the Closing or which is not related to the Business;

(f) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent not explicitly included in the Purchased Assets pursuant to Section 2.01(i).

(g) except for Prepayments, any cash, cash equivalents, certificates of deposit, bank deposits, bank accounts, advance payments to the operator under the operations and maintenance agreement, commercial paper, securities, rights to payment, accounts receivable, rights to refunds, credits, offsets, in-kind or exchange arrangements, income, sales, payroll or other Tax receivables, and any similar rights arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing;

(h) to the extent not Purchased Assets as provided in Section 2.01(g), all claims, causes of action, rights of recovery, rights of set-off, rights to refunds and similar rights of any kind in favor of Seller or any other Person arising from or relating to the ownership or operation of the Business with respect to any period of time prior to the Closing, including any refund of Taxes paid prior to the Closing (including refunds of such Taxes received after the Closing) and described in **Section 2.02(i)** below, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(i) any refund, deposit, credit, payment, adjustment or reconciliation (i) related to real property Taxes, personal property Taxes or other Taxes attributable to any Pre-Closing Tax Period in respect of the Purchased Assets or relating to the Business, whether such refund, adjustment or reconciliation is received as a payment or as a credit against future Taxes payable, or (ii) arising under the Assigned Contracts, Permits or Environmental Permits and relating to any period or portion thereof before the Closing Date, except for any of the foregoing to the extent arising from or relating to Assumed Liabilities;

(j) (A) duplicate copies of all records transferred to Buyer pursuant to this Agreement, (B) all records prepared in connection with the sale of the Business (including bids received from third parties and analyses relating to the Business, or (C) any other records of Seller other than the Books and Records;

(k) any assets disposed of by Seller after the date of this Agreement to the extent such dispositions are consistent with Seller's obligations under this Agreement; and

(l) all of the issued and outstanding membership interests of Seller.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(a) all Liabilities in respect of the Assigned Contracts but only to the extent that (i) such Liabilities thereunder are required to be performed or relate to the period after the Closing, and (ii) are not Liabilities arising out of any failure to perform, improper performance, warranty or other breach, default or violation by Seller prior to the Closing; and

(b) Taxes arising from Buyer's acquisition of Purchased Assets for which Buyer is responsible pursuant to Section 6.14 to the extent such Taxes are a Liability of Seller.

Section 2.04 Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. The Excluded Liabilities include, but are not limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to **Section 6.14**; or (iii) other Taxes of Seller (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder or Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law); *provided, however*, that Buyer shall be responsible for all sales Tax arising from Buyer's acquisition of the Purchased Assets pursuant to Section 6.14;

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation prior to the Closing;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller, or by reason of the breach of performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any claims or liabilities arising from Seller's failure to meet applicable standards related to the production and sale of electricity prior to Closing;

(g) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former Employee of Seller;

(h) any Liabilities of Seller for any present or former employees, agents or independent contractors of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, workers' compensation, severance, retention, termination or other payments;

(i) any trade accounts payable of Seller;

(j) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(k) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to Seller on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Buyer pursuant to this Agreement;

(l) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(m) any Liabilities under the Excluded Contracts or any other Contracts, including Intellectual Property Licenses, but not under any Assigned Contracts (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(n) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions incurred prior to the Closing Date and which are not assumed by Buyer; and

(o) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be $109,500,000, subject to adjustment pursuant to **Section 2.06** hereof (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid on the Closing Date by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer on the Closing Date.

Section 2.06 Purchase Price Adjustment. The Purchase Price shall be adjusted at the Closing as follows: (i) to provide for the proration between Buyer and Seller of any property Taxes, real or personal (but excluding any PILOT Payments), on the Purchased Assets (and any other items listed on Section 2.06(a) of the Disclosure Schedules) each determined for the calendar year in which the Closing occurs on the basis of no discount, (ii) pursuant to **Section 6.17** (*Casualty and Condemnation*) and (iii) pursuant to **Section 6.04(c)** (*Notice of Certain Events; Removal of Excluded Assets*). Any payments, credits or debits made pursuant to this **Section 2.06** shall be treated as an adjustment to the Purchase Price by the parties for all purposes, unless otherwise required by Law. For avoidance of doubt, the parties agree that the responsibility for Transfer Taxes is set forth in Section 6.14 and are not subject to proration pursuant to this **Section 2.06**.

(a) Buyer and Seller agree that, except as otherwise set forth in this Agreement, with respect to the sale of the Purchased Assets, the items set forth in Section 2.06(i) and all of the items listed on **Section 2.06(a)** of the Disclosure Schedules (including any Prepayments with respect to such items) (collectively, the "**Prorated Items**") relating to the Business and the Purchased Assets shall be prorated as of the Closing in accordance with this **Section 2.06**.

(b) As of the date at least three Business Days prior to the Closing Date, Seller will deliver to Buyer a worksheet setting forth (i) Seller's good faith reasonable estimate of the Prorated Amount (as defined in **Section 2.06(f)**) for each Prorated Item (with respect to each Prorated Item, the "**Estimated Prorated Amount**"), as well as, in each case, a computation thereof, and (ii) an amount equal to the sum of the Estimated Prorated Amounts (the "**Estimated Proration Adjustment Amount**"). In the event that, with respect to any Prorated Item, actual figures are not available as of the time of the calculation of the Estimated Prorated Amount, the Estimated Prorated Amount for such Prorated Item shall be an estimate in good faith. If the Estimated Proration Adjustment Amount is a positive number, the Purchase Price payable at Closing will be increased by an amount equal to such Estimated Proration Adjustment Amount. If the Estimated Proration Adjustment Amount is a negative number, the Purchase Price payable at Closing will be decreased by an amount equal to the absolute value of such Estimated Adjustment Amount.

(c) On or prior to the date that is 60 days after the Closing Date (the "**Request Date**"), Buyer will deliver to Seller a worksheet ("**Proration Calculation**") setting forth in reasonable detail and explanation (i) the Prorated Amount for each Prorated Item using the actual available amounts (the "**Actual Prorated Amount**"), (ii) the absolute value of the difference between the Estimated Prorated Amount and the Actual Prorated Amount for each such Prorated Item (the "**Prorated Difference**"), and (iii) an amount equal to the sum of the **Prorated Differences** (the "**Proration Adjustment Amount**"). If the Proration Adjustment Amount (whether a positive or a negative number) is greater than the Estimated Prorated Adjustment Amount (whether a positive or a negative number), Buyer shall pay an amount equal to the Proration Adjustment Amount to Seller within 10 days of

the Request Date. If the Estimated Prorated Amount (whether a positive or a negative number) is greater than the Proration Adjustment Amount (whether a positive or a negative number), Seller shall pay an amount equal to the Prorated Adjustment Amount to Buyer within 10 days of the Request Date.

(d) If within 60 days following delivery of the Proration Calculation Seller does not object in writing thereto to Buyer, then the Proration Adjustment Amount shall be as reflected on the Proration Calculation as delivered by Buyer. If within such 60 day period Seller delivers to Buyer a written objection to the computation of the Actual Prorated Amount for any Prorated Item to be determined under this **Section 2.06**, then Buyer and Seller shall negotiate in good faith and attempt to resolve such disagreement. Should such negotiations not result in an agreement within 20 days after delivery of such notice of disagreement, then the matter shall be submitted to the Independent Accounting Firm. The Independent Accounting Firm will deliver to Buyer and Seller a written determination of the Actual Prorated Amount and the Prorated Difference with respect to the disputed item (such determination to include a worksheet setting forth all material calculations used in arriving at such determination and to be based solely on information provided to the Independent Accounting Firm by Buyer and Seller) within 30 days of the submission of the dispute to the Independent Accounting Firm, which determination will be final, binding and conclusive on the parties. In resolving any disagreement, the Independent Accounting Firm may not assign any value to a disputed item greater than the greatest value claimed for such disputed item by any party or lesser than the lowest value claimed for such disputed item by any party. All fees and expenses relating to the work, if any, to be performed by the Independent Accounting Firm pursuant to this **Section 2.06** will be allocated between Seller and Buyer in inverse proportion as each shall prevail in respect of the dollar amount of disputed items so submitted (as finally determined by the Independent Accounting Firm).

(e) If, after the Closing, Seller or any of its Affiliates receives any payment with respect to the Purchased Assets relating to periods on or after the Closing Date, Seller shall pay to Buyer within three Business Days after such receipt an amount equal to the amount received with respect to periods on or after the Closing Date. If, after the Closing, Buyer or any of its Affiliates receives any payment with respect to the Business relating to periods before the Closing Date, Buyer shall pay to Seller within three Business Days after such receipt an amount equal to the amount received with respect to periods before the Closing Date.

(f) For purposes of this **Section 2.06**: "**Prorated Amount**" means, (i) with respect to any Prorated Item that is a Prepayment, the amount allocable to the period on or after the Closing Date that was paid by Seller prior to the Closing Date, and (ii) with respect to any other Prorated Item, the amount (expressed as a negative number) allocable to the period prior to the Closing Date, whether or not then due and payable, which was not paid by Seller prior to the Closing Date and which represents an Assumed Liability, excluding, for the avoidance of doubt, any amount paid by Seller after the Closing Date directly to the applicable third party.

Section 2.07 Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax, regulatory and financial accounting) as shown on the allocation schedule (the "**Allocation Schedule**"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within ninety (90) days following the Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule, Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within sixty (60) days following the Closing Date, such dispute shall be resolved by PricewaterhouseCoopers LLP (the "**Independent Accounting Firm**"). The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Purchase Price pursuant to **Section 2.06** (*Purchase Price Adjustment*) herein shall be allocated in a manner consistent with the Allocation Schedule.

Section 2.08 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer is required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller.

Section 2.09 Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller shall use commercially reasonable efforts to act after the Closing for a period of one year to obtain for Buyer the benefits thereunder and shall cooperate with Buyer during such period in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this **Section 2.09** to the contrary, Buyer shall not be deemed to have waived its rights under **Section 7.02(d)** hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE III
CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Frost Brown Todd LLC, 400 West Market Street, Suite 3200, Louisville, Kentucky 40202, at 10:00 AM Eastern Time, on the tenth Business Day after all of the conditions to Closing set forth in **Article VII** (*Conditions to Closing*) are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing occurs is herein referred to as the "**Closing Date**". The Closing shall be deemed effective as of 5:00 P.M. (Eastern Time) on the Closing Date.

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit A** hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit B** hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) assignments in the form of **Exhibit C** hereto (the "**Intellectual Property Assignments**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets and the Intellectual Property Licenses to Buyer, if any;

(iv) with respect to each parcel of Real Property, a deed in form and substance substantially in the form attached as **Exhibit D** (each, a "**Deed**") and duly executed and notarized by Seller;

(v) the Seller Closing Certificate;

(vi) the FIRPTA Certificate;

(vii) the certificates of the officer, Secretary or Assistant Secretary of Seller, as applicable, required by **Section 7.02(k)** (*Conditions to Obligations of Buyer*), **Section 7.02(l)** (*Conditions to Obligations of Buyer*) and **Section 7.02 (l)** (*Conditions to Obligations of Buyer*); and

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price, as adjusted in accordance with **Section 2.06** (*Purchase Price Adjustment*);

(ii) the Assignment and Assumption Agreement duly executed by Buyer;

(iii) the Intellectual Property Assignments duly executed by Buyer;

(iv) the Buyer Closing Certificate;

(v) the certificates of the Secretary or Assistant Secretary of Buyer required by **Section 7.03(f)** (*Conditions to Obligations of Seller*) and **Section 7.03(g)** (*Conditions to Obligations of Seller*); and

(vi) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer as set forth below.

Section 4.01 Organization and Qualification of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. **Section 4.01** of the Disclosure Schedules sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect. Seller is a wholly-owned subsidiary of Seller Parent and no other Person owns, or holds an option to purchase, any equity or capital interest in Seller.

Section 4.02 Authority of Seller. Seller has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been

duly authorized by all requisite limited liability company action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, by-laws, limited liability company agreement, or other organizational documents of Seller; (b) assuming all of the consents set forth on **Section 4.03(b)** of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with, or result in, a material violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) assuming all of the consents set forth in **Section 4.03(c)** of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under, conflict with, or result in, a material violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Material Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets other than Permitted Encumbrances. No consent, approval, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act or by FERC, (B) as are set forth on **Section 4.03(b)** of the Disclosure Schedules and (C) those which, if not obtained or given by Seller, would not reasonably be expected to result in a Material Adverse Effect.

Section 4.04 Financial Statements. Copies of Seller's unaudited financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2010 and 2009 and the related statement of income for the periods then ended (the "**Unaudited Financial Statements**"), and Seller's unaudited financial statements

consisting of the balance sheet of the Business as of June 30, 2011 and the related statement of income for the 6 month period then ended (the "**Interim Financial Statements**" and together with Unaudited Financial Statements, the "**Financial Statements**") have been provided to Buyer. Except as set forth on **Schedule 4.04** of the Disclosure Schedules, the Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, to normal and recurring year-end adjustments (the effect of which will not be materially adverse), audit adjustments and the absence of footnotes. The Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2010 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of the Business as of June 30, 2011 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**". Seller maintains a standard system of accounting for the Business established and administered in accordance with GAAP.

Section 4.05 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount, (c) those disclosed on **Section 4.05** of the Disclosure Schedules, and (d) Excluded Liabilities.

Section 4.06 Material Contracts.

(a) **Section 4.06(a)** of the Disclosure Schedules sets forth a list as of the date of this Agreement of the following Contracts (x) by which any of the Purchased Assets are bound or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts listed on **Section 4.09(a)** of the Disclosure Schedules that meet the descriptions in this **Section 4.06** being collectively, the "**Material Contracts**"):

(i) Contracts for future receipt of assets or services other than Contracts with a nominal value of (or under which there has been paid in the last 12 months) less than $50,000 individually;

(ii) all interconnection Contracts;

(iii) all Contracts for the transportation of natural gas;

(iv) all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions;

(v) all Contracts that provide for the material indemnification of any Person or the assumption of any Tax or environmental Liability of any Person by Seller;

(vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(vii) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;

(viii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 days' notice;

(ix) except for Contracts relating to trade receivables, all Contracts relating to indebtedness for borrowed money (including, without limitation, guarantees);

(x) all Contracts with any Governmental Authority;

(xi) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xii) all joint venture, partnership or similar Contracts;

(xiii) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(xiv) all powers of attorney with respect to the Business or any Purchased Asset;

(xv) all collective bargaining agreements or Contracts with any labor organization, union or association; and

(xvi) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this **Section 4.06**.

(b) Each Material Contract is valid and binding in all material respects on Seller in accordance with its terms and is in full force and effect in all material respects. None of Seller or, to Seller's Knowledge, any other party thereto is in material breach of or material default under (or is alleged to be in material breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes

pending or, to Seller's Knowledge, threatened under any Material Contract included in the Purchased Assets.

Section 4.07 Title to Purchased Assets. Subject to Permitted Encumbrances (as defined below), Seller has good and valid title to all of the Purchased Assets that Seller currently owns and will have at the Closing good and valid title to all of the remaining Purchased Assets. All such Purchased Assets are, or will be at the Closing, free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(a) those items set forth in **Section 4.07** of the Disclosure Schedules;

(b) liens for Taxes not yet due or delinquent and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves reflected on the Balance Sheet;

(c) all matters that are disclosed (whether or not subsequently deleted or endorsed over) on any survey, in the title policies insuring the Purchased Assets or any commitments therefor, or in any title reports, to the extent such surveys, title policies, commitments or title reports are listed on and attached to **Section 4.09(a)(i)** of the Disclosure Schedules;

(d) imperfections or irregularities of title and other Liens and Encumbrances that would not, individually or in the aggregate, materially detract from the value of the affected property or materially impair the use of the affected property in the Business;

(e) the terms and conditions of (i) the Assigned Contracts and (ii) the Permits listed on **Section 4.15(b)** (*Compliance with Laws; Permits*) of the Disclosure Schedules; and

(f) easements, rights of way and other similar encumbrances affecting Real Property which would not, individually or in the aggregate, materially detract from the value of the affected property.

Section 4.08 Condition of Assets. To Seller's Knowledge, the Purchased Assets are adequate for the uses to which they are being currently put, and, except as set forth on Section 4.08 of the Disclosure Schedules, none of such Purchased Assets are in need of non-routine maintenance or repair, the failure to perform which would reasonably be expected to cause a Material Adverse Effect.

Section 4.09 Real Property

(a) **Section 4.09(a)** of the Disclosure Schedules sets forth a description of each parcel of real property used in or necessary for the conduct of the Business by Seller as currently conducted (all such parcels, together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and

privileges appurtenant thereto, collectively, the "**Real Property**"). Seller has delivered to Buyer copies of (i) the deeds and other instruments (as recorded) for each parcel of Real Property and (ii) all title insurance policies, opinions, abstracts and surveys with respect to such Real Property, that are in the possession of Seller. With respect to each parcel of Real Property:

(i) Seller has good and marketable fee simple title or good and marketable leasehold title, free and clear of all Encumbrances, and with respect to such properties to which Seller holds leasehold title, has the contractual right to acquire good and marketable fee simple title, free and clear of all Encumbrances, except for (A) Permitted Encumbrances; and (B) those Encumbrances set forth on **Section 4.09(a)(i)** of the Disclosure Schedules.

(ii) except for Permitted Encumbrances and items set forth on **Section 4.09(a)(ii)** of the Disclosure Schedules, Seller has not leased (as lessor) or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof;

(iii) Seller has not granted, and to Seller's Knowledge, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein, other than pursuant to the Lease or as set forth on **Section 4.09(a)(iii)** of the Disclosure Schedules;

(iv) Seller has delivered to Buyer a true and complete copy of each lease respecting any parcel of Real Property, and each such lease as with respect to Seller is valid, binding, enforceable and in full force and effect, and Seller is not in material breach or default under such lease, and Seller has paid all rent due and payable under such lease.

(b) The Real Property is sufficient for the conduct of the Business as presently conducted and constitutes all of the real property necessary to conduct the Business as currently conducted.

Section 4.10 Intellectual Property.

(a) **Section 4.10(a)** of the Disclosure Schedules lists all Intellectual Property Assets, whether or not registered, which are material to the operation of the Business and owned, licensed or otherwise used by Seller, including Seller's formal name and all derivations thereof. All required filings and fees related to material Intellectual Property Assets have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Assets are otherwise in good standing, except where the failure to be in good standing would not reasonably be expected to materially impair the value of the applicable Intellectual Property Asset. Seller has provided Buyer with true and complete copies of all file histories, documents, certificates, office actions, correspondence, licenses and other agreements, instruments and materials in its possession related to Intellectual Property Assets. All material Intellectual Property

Licenses are valid, binding and enforceable between Seller and the other parties thereto, and Seller is in material compliance with the terms and conditions of such Intellectual Property Licenses. The Intellectual Property Assets currently owned, licensed or used by Seller, and the conduct of the Business as currently conducted by Seller have not, do not and will not infringe, violate or misappropriate the Intellectual Property of any Person. Seller has not received any communication, and no Action has been settled or, to Seller's Knowledge, instituted or threatened that alleges any such infringement, violation or misappropriation, and, to Seller's Knowledge, none of the Intellectual Property Assets are subject to any outstanding Governmental Order. Seller has not granted, licensed, or authorized to any Person any right or authority with respect to any Intellectual Property Asset. To Seller's Knowledge, no Person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any Intellectual Property Assets.

(b) Except as set forth in **Section 4.10(b)** of the Disclosure Schedules, Seller owns, exclusively or jointly with other Persons, all right, title and interest in and to the Intellectual Property Assets, free and clear of Encumbrances. Seller is in material compliance with all legal requirements applicable to the Intellectual Property Assets and Seller's ownership and use thereof.

Section 4.11 Inventory. All Inventory is owned by Seller free and clear of all Encumbrances other than Permitted Encumbrances, and no Inventory is held on a consignment basis. All Inventory as of the date of this Agreement is listed in **Section 4.11** of the Disclosure Schedules.

Section 4.12 Intentionally Omitted.

Section 4.13 Insurance. Seller has provided to Buyer (a) a true and complete list of all insurance policies that are maintained by Seller or its Affiliates for and are material to the Business or the Purchased Assets (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since the Purchase Date. Except as set forth on **Section 4.12(b)** of the Disclosure Schedules, to Seller's Knowledge there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are not generally known to be financially insolvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy.

Section 4.14 Legal Proceedings; Governmental Orders.

(a) Except as set forth in **Section 4.14(a)** of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (i) affecting the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, as of the date hereof, no specific event has occurred or specific circumstances exist that would reasonably be expected to give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in **Section 4.14(b)** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Business. Seller is in material compliance with the terms of each Governmental Order set forth in **Section 4.14(b)** of the Disclosure Schedules. To Seller's Knowledge, no specific event has occurred or specific circumstance exists that reasonably is expected to constitute or result in (with or without notice or lapse of time) a violation of any such material Governmental Order as set forth in Section 4.14(b) of the Disclosure Schedules.

Section 4.15 Compliance With Laws; Permits.

(a) Except as set forth in **Section 4.15(a)** of the Disclosure Schedules, Seller is in material compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets as currently owned and used have been obtained by Seller and are valid and in full force and effect. All material fees and charges with respect to such Permits as of the date hereof have been paid in full. **Section 4.15(b)** of the Disclosure Schedules lists all current Permits issued to Seller which are material to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Section 4.15(b)** of the Disclosure Schedules.

Section 4.16 Environmental Matters.

(a) Except as set forth on in **Section 4.16(b)(i)** of the Disclosure Schedules, the operations of Seller with respect to the Business and the Purchased Assets are currently and have been since the Purchase Date, in material compliance with all Environmental Laws. Except as set forth on in **Section 4.16(b)(ii)** of the Disclosure Schedules, since the Purchase Date, Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim or (ii) written request for information pursuant to Environmental Law, which, in

each case, is in respect of a violation or a reasonably probable violation of Environmental Law and remains pending or unresolved.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in **Section 4.16(b)(i)** of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. Except as set forth on **Section 4.16(b)(ii)** of the Disclosure Schedules, all such Environmental Permits are in full force and effect in all material respects. To Seller's Knowledge, no specific condition, event or circumstance has occurred with respect to such Environmental Permits that might reasonably be expected to materially prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets as currently conducted. Seller has not, since the Purchase Date, received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Since the Purchase Date, there has been no Release of Hazardous Materials in material violation of Environmental Law with respect to the Business or the Purchased Assets in connection with the Business, and Seller has not received an Environmental Notice that any of the Business or the Purchased Assets in connection with the Business (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which would reasonably be expected to result in a material Environmental Claim against, or a material violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) **Section 4.16(e)** of the Disclosure Schedules contains a complete and accurate list, to Seller's Knowledge, of all active or abandoned aboveground or underground storage tanks owned or operated by Seller since the Purchase Date in connection with the Business or the Purchased Assets.

(f) **Section 4.16(e)** of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials storage or disposal facilities or locations used by Seller since the Purchase Date in connection with the Business or the Purchased Assets, and to Seller's Knowledge, none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA or any similar state list, and Seller has not received any Environmental Notice regarding material liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller since the Purchase Date.

(g) Since the Purchase Date, Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller with respect to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(i) Seller owns and controls all Environmental Attributes set forth in **Section 4.16(g)** of the Disclosure Schedules and has not entered into any Contract to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any such Environmental Attributes as of the date hereof.

Section 4.17 Employee Benefit and Employment Matters. Since the Purchase Date, Seller has not (a) had any Employees; (b) sponsored any Benefit Plans; (c) sponsored any Qualified Benefit Plans; (d) sponsored any MPPAA Plans; (e) been a party to any employment, collective bargaining or any other type of employee agreement with any employee of Seller; or (f) committed or been subject to any violations, claims, liabilities, inquiries or Governmental Authority investigations under any applicable employment or labor Laws, including without limitation the WARN Act.

Section 4.18 Intentionally Omitted.

Section 4.19 Taxes. Except as set forth in **Section 4.19** of the Disclosure Schedules:

(a) All Tax Returns required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller since the Purchase Date.

(d) All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. There are no pending or, to Seller's Knowledge, threatened Actions by any taxing authority against Seller.

(f) To Seller's Knowledge, there are no Encumbrances (other than Permitted Encumbrances) for Taxes upon any of the Purchased Assets nor, to Seller's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) the entity that is treated as the owner of Seller's assets for federal income tax purposes, is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 4.20 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date until the date hereof, and other than in the ordinary course of business consistent with past practice, there has not been any:

(a) events, occurrences or developments that have had, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) material change in policies, practices and procedures with respect to inventory control;

(d) entry into any Contract that would constitute a Material Contract other than with respect to the PILOT Program Termination;

(e) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(f) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet other than the Excluded Assets;

(g) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(h) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Licenses;

(i) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(j) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(k) material capital expenditures which would constitute an Assumed Liability;

(l) imposition of any Encumbrance upon any of the Purchased Assets;

(m) grant of any bonuses, whether monetary or otherwise, or any general wage or salary increases in respect of any Employees, other than as provided for in any written agreements or consistent with past practice, or change in the terms of employment for any Employee;

(n) hiring of any Employees or entry into a collective bargaining agreement covering any Employee;

(o) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(p) lease of any property or assets in connection with the Business;

(q) adoption, amendment, modification or termination of any bonus, profit sharing, incentive, severance, or other plan, Contract or commitment for the benefit of any Employees (or any such action taken with respect to any other Benefit Plan); or

(r) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 4.21 Brokers. Except as set forth in **Section 4.21** of the Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as set forth below.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Kentucky. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction where the actions to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so duly licensed or qualified would not reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and all other Transaction Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation

by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; (b) assuming all of the consents set forth on **Section 5.03(b)** of the Disclosure Schedules have been obtained and other notifications provided in the ordinary course of business have been made, conflict with or result in a material violation or breach of any provision of any Law or Governmental Order applicable to Buyer or any of its Assets; or (c) assuming all of the consents set forth on **Section 5.03(c)** of the Disclosure Schedules have been obtained, require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, of or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (A) as may be required under the HSR Act or by FERC, (B) as are set forth on **Section 5.03(b)** of the Disclosure Schedules and (C) those which, if not obtained or given by Buyer, would not reasonably be expected to result in a Material Adverse Effect.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Sufficiency of Funds. Buyer has and will have at the Closing, access to sufficient cash or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement. Buyer knows of no circumstances or condition that could reasonably be expected to prevent the availability at Closing of such cash.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement, except to the extent that any such Actions would not reasonably be expected to have a Material Adverse Effect.

Section 5.07 Compliance with Laws and Orders. Except as set forth on **Section 5.07** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting Buyer or its Assets that would reasonably be expected to have a Material Adverse Effect.

ARTICLE VI
COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. Subject to this **Section 6.01** and **Section 6.07** (*Interim Operation of the Units*), from the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall (a) conduct the Business in the ordinary course of business consistent with past practice and its obligations under **Section 6.07** (*Interim Operation of the Units*); (b) use commercially reasonable efforts to maintain and preserve in all material respects consistent with its obligations under **Section 6.07** (*Interim Operation of the Units*) the Purchased Assets and its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its, suppliers, regulators and others having relationships with the Business; (c) continue (and, as applicable, renew) without material modification all Insurance Policies, except as undertaken by Seller in connection with the Closing and as required by applicable Law; (d) utilize the Inventory solely in connection with the operation of the Plant and replenish the Inventory in the ordinary course of business consistent with past practice and its obligations under **Section 6.07** (*Interim Operation of the Units*); (e) preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets; (f) pay the debts, Taxes and other obligations of the Business when due (subject to good faith disputes); (g) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation; (h) perform all of its obligations under all Assigned Contracts; (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and (j) perform all of its obligations under all Assigned Contracts and not amend or grant a waiver under the Assigned Contracts. Each of Buyer and Seller understands and agrees that the agreement set forth in **Section 6.07** (*Interim Operation of the Units*) is not an ordinary course of business arrangement for Seller and that, in order to comply with the provisions of **Section 6.07** (*Interim Operation of the Units*), Seller's ordinary course of business from the date hereof through the date of Closing is therefore subject to

deviation from Seller's ordinary course of business prior to the date hereof to the extent required by **Section 6.07**.

Section 6.02 Access to Information. From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives reasonable and non-invasive access to inspect all of the Purchased Assets, Books and Records and Assigned Contracts of the Business; (b) furnish Buyer and its Representatives with access to the Books and Records as Buyer or any of its Representatives may reasonably request; (c) instruct the Representatives of Seller to cooperate with Buyer with the foregoing; and (d) provide Buyer with advance notice of any major or non-routine maintenance or major service to be performed on the Purchased Assets and permit Buyer and a reasonable number of its Representatives to attend and witness such maintenance or service; provided, however that Seller shall have the right to have a Representative present and impose reasonable restrictions and requirements for safety purposes. Any access pursuant to this **Section 6.01** shall be scheduled with Seller a reasonable time period in advance of such access (considering the matter to be reviewed or witnessed by Buyer), shall be conducted during normal business hours, shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller, shall be in compliance with applicable Laws and any Contracts or Permits to which Seller or any of its Affiliates is a party and shall be non-invasive in nature. No investigation by Buyer or other information received by Buyer shall operate as a waiver of any express representation, warranty or agreement given or made by Seller under Article IV in this Agreement. Buyer agrees to indemnify and hold harmless Seller for any and all Liability to the extent arising out of Buyer's or its Representatives' negligence relating to the access rights under this **Section 6.02**, including any claims by any of Buyer's Representatives for any injuries or property damage while present on the Real Property.

Section 6.03 No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, or continue inquiries regarding an Acquisition Proposal; (ii) initiate or continue (except in the case of Buyer) discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, directly or indirectly, all existing discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" means any proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any substantial portion of the Business or the Purchased Assets.

(b) Seller agrees that the rights and remedies for noncompliance with this **Section 6.03** shall include having such provision specifically enforced by any court

having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Buyer and that money damages may not provide an adequate remedy to Buyer therefor.

Section 6.04 Notice of Certain Events; Removal of Excluded Assets.

(a) From the date hereof until the Closing, Seller shall provide to Buyer monthly operating reports consistent with those currently prepared by Seller. From the date hereof until the Closing, each Party shall promptly notify the other Party in writing of:

(i) any fact, circumstance, or event, the existence or occurrence of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller in **Article IV** or by Buyer in **Article V** hereunder not being true and correct or which has resulted in a breach of any representation, warranty or covenant set forth in this Agreement or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the conditions set forth in **Section 7.02** or **Section 7.03**, as applicable, to be satisfied;

(ii) material mechanical break-down or other operational or mechanical malfunction or damage that to Seller's Knowledge or to Buyer's knowledge, as applicable, occurs with respect to a Purchased Asset, including the Units, prior to the Closing;

(iii) any written notice or other communication from any Person received by Seller or Buyer, as applicable, alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement

(iv) any written notice or other communication from any Governmental Authority that relates to any of the conditions set forth in **Section 7.02** or **Section 7.03**, as applicable, or otherwise calls into question the consummation of the transactions contemplated by this Agreement; and

(v) any Actions commenced or, to Seller's Knowledge, or to Buyer's knowledge, as applicable, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to **Section 4.14** (*Legal Proceedings; Governmental Orders*).

(b) Neither Buyer's receipt of information pursuant to this Section 6.04 nor its failure to act thereon shall (i) operate as a waiver of any representation, warranty or agreement given or made by Seller in this Agreement (including **Section 8.02** and **Section 9.01(b)**) or (ii) be deemed to amend or supplement the Disclosure Schedules.

(c) On or before the Closing, Seller shall remove all Excluded Assets from the Plant and the Real Property to be occupied by Buyer. Such obligation for removal shall be done in such manner as to avoid damage to the Purchased Assets and the Plant and any

disruption of the business operations to be conducted by Buyer after the Closing. Any damage to the Purchased Assets resulting from such removal shall be treated by Buyer as an adjustment (deduction) to the Purchase Price and addressed in accordance with the procedures set forth in **Section 2.06** (*Purchase Price Adjustment*). If the cost to repair such damage is not known at the Closing, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith) of the cost reasonably determined by Buyer. Promptly after the damage has been repaired and the cost is known, Buyer will pay to Seller any amount by which the estimate exceeds the cost and Seller will pay to Buyer any amount by which the cost exceeds the estimate. Buyer will provide Seller all invoices or other documentation necessary to establish the amount of the cost.

Section 6.05 Employees and Employee Benefits. From and after the date hereof, Seller shall not hire any Employee or adopt or agree to the adoption of any Benefit Plan, and Buyer shall have no obligation for any compensation or other amounts payable to, or to hire, contract or retain, any Employee, independent contractor, agent or consultant of Seller or the Business.

Section 6.06 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use their commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that such party can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel is legally required to be disclosed, *provided that* Seller shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.07 Interim Operation of the Units.

(a) From the date hereof until the Closing, if Seller operates any of the Units, then Buyer shall have the inspection right described in **Section 6.07(b)** below with respect to the Unit or Units ~~that~~ so operated; *provided, however*, that Buyer shall have no right to inspect any Unit with respect to any operation of such Unit if the operation was primarily for one or more of the following purposes:

(i) Seller is requested to run one or more of the Units at the direction of the regional transmission operator, in its capacity as such, or by a Governmental Authority;

(ii) to perform repairs or preventative maintenance procedures on a Unit;

(iii) at the call of Buyer or any of its Affiliates to produce, transmit or otherwise sell electricity, but only if agreed to by Seller upon mutually acceptable terms and conditions to be arranged at such time; or

(iv) to comply with applicable Laws and Permits.

(b) The inspection right under this Section 6.07 shall: (i) be permitted one time prior to Closing with respect to each Unit so operated; and (ii) include the right to ~~inspect~~request the inspection of the equipment, the right to request borescope inspections, the right to request Seller to perform non-destructive electrical and chemical tests on the equipment, and the right to make such other inspections and request Seller perform such other non-destructive tests as Buyer reasonably determines are necessary to determine the status of the equipment. Upon any request of Seller pursuant to the preceding sentence, Seller shall promptly cause to be performed the inspections and tests so requested and shall provide to Buyer all reports and information resulting from such inspections and tests. Any inspections performed under this Section 6.07 shall be performed solely through the use of Persons well experienced in performing such work and reasonably acceptable to Seller. Any repairs or corrections to the Units that such inspection indicates are necessary or appropriate to perform shall be treated as a Casualty Loss under Section 6.17 of this Agreement. Buyer shall be responsible for the cost of any such inspections and any damage to the Units caused by such an inspection. Buyer and Seller will use commercially reasonable efforts to cause the inspection to be completed as close to the Closing as practicable and in all cases prior to the Closing. If Seller operates a Unit after such an inspection, Buyer shall have another right to inspect such Unit prior to the Closing under the terms of this Section 6.07 (including the terms related to repairs or corrections).

Section 6.08 Governmental Approvals and Consents

(a) (i) Except with respect to the PILOT Program Termination, which is set forth below in **Section 6.08(a)(ii)**, each party hereto shall proceed diligently and in good faith to make, or cause to be made, all filings and submissions listed on **Sections 4.03(b) and 5.03(b)** of the Disclosure Schedules and to make all required filings to be made by it with and to give all required notices to Governmental Authorities that are necessary for such party's (A) execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents and (B) the transfer of all Permits listed on **Section 4.15(b)** of the Disclosure Schedules and Environmental Permits listed on **Section 4.16(b)** of the Disclosure Schedules. Each party shall reasonably cooperate with the other party and its Affiliates in promptly seeking to

make all such required filings and submissions. In furtherance of the foregoing covenants, Buyer and Seller shall submit, in no event later than 60 days (subject to extension by mutual agreement) after the execution hereof, application(s) for HSR Act approval. With respect to HSR Act filings, Buyer and Seller shall request expedited treatment, shall promptly furnish each other with copies of any notices, correspondence or other written communication from the relevant Governmental Authority, shall promptly make any appropriate or necessary subsequent or supplemental filings and shall cooperate in the preparation of such filings as is reasonably necessary and appropriate.

(ii) Seller will use commercially reasonable efforts to terminate the PILOT Agreement and the Lease and to obtain a release (reasonably satisfactory to Seller and Buyer) from any further liability (to the Seller, the Buyer, or that would attach to and run with the land) under the PILOT Agreement and the Lease (the "**PILOT Program Termination**")).

(b) Except with respect to the PILOT Program Termination, described in Section **6.08(a)(ii)** above, Seller shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Section 4.03(b)** and **4.03(c)** of the Disclosure Schedules. Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in **Section 4.03** of the Disclosure Schedules. For the avoidance of doubt, neither Buyer nor Seller shall be obligated to pay, reimburse or provide or cause any of its Affiliates to pay, reimburse or provide any compensation or consideration to obtain the written consent of any counterparty to the assignment of any Assigned Contract.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use commercially reasonable efforts as follows:

(i) Buyer shall (A) make all required filings with the KPSC within 30 days of the signing of this Agreement and (B) make all required filings with the VASCC, and in each case, shall seek to obtain the timely approval of the transaction by the KPSC and the VASCC (but in any event, the filing with the KPSC shall request approval of the transactions contemplated by this Agreement no later than April 30, 2012). Buyer shall promptly furnish Seller with copies of any notices, correspondence or other written communications from KPSC and VASCC and the status of KPSC and VASCC approvals.

(ii) Buyer shall make all required filings with FERC, including FPA 203 filings, within 60 days of the signing of this Agreement, and shall request expedited treatment of such filings and promptly make any appropriate or necessary subsequent or supplemental filings.

(iii) each party shall use commercially reasonable efforts to obtain all consents, authorizations, orders and approvals as described in this **Section 6.08** in sufficient time to allow a Closing by or before April 30, 2012, including, without

limitation, Buyer making its required filings with the VASCC at least 90 days prior to April 30, 2012;

(iv) each party shall respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any other Transaction Document; and

(v) each party shall use commercially reasonable efforts to prevent the imposition of any Governmental Order or the taking of any action by any Governmental Authority that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document.

(d) Except with respect to the PILOT Program Termination, promptly after either Party makes any written submission to a Governmental Authority in connection with this Section 6.08, that Party shall provide a copy of such submission to the other Party; provided, that such copy may have redacted from it such information for which the submitting Party has made a credible claim to the Governmental Authority of exemption from any applicable open records, freedom of information, or similar Law. Each party shall give the other advance written notice of any public hearing or similar proceeding with any Governmental Authority or regulators of any Governmental Authority, with such notice being sufficient to provide the other with the opportunity to attend such hearing. With respect to the PILOT Program Termination, Seller shall keep Buyer reasonably and promptly apprised of the status of the negotiations regarding the PILOT Program Termination.

(e) Notwithstanding the foregoing, except with respect to the PILOT Program Termination, nothing in this **Section 6.08** shall require, or be construed to require, Buyer or Seller or any of their Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or Seller or any of their Affiliates (other than pursuant to this Agreement); (ii) waive their respective conditions set forth in **Article VII** (*Conditions to Closing*); or (iii) any modification or waiver of the terms and conditions of this Agreement.

Section 6.09 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of 7 years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of 7 years following the Closing, Seller shall:

(i) retain any Books and Records that do not constitute Purchased Assets; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such Books and Records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any Books and Records pursuant to this **Section 6.09** where such access would violate any Law.

Section 6.10 Closing Conditions From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in **Article VII** (*Conditions to Closing*) hereof before April 30, 2012.

Section 6.11 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of its counsel), neither party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.12 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.13 Seller shall reasonably cooperate with Buyer to provide Buyer with information of the Business, including providing information regarding each supplier to whom Seller has paid consideration for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "**Material Suppliers**").

Section 6.14 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction

Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due; *provided, however*, that Buyer shall be responsible for and pay the Kentucky Sales Tax due in connection with the consummation of the transactions contemplated by this Agreement as follows:

(a) Buyer has determined that certain items of equipment comprising the Purchased Assets will be exempt from Kentucky sales Tax. Buyer shall be responsible for notifying Seller in a timely manner as to the items of equipment which are exempt from Kentucky Sales Tax and, Buyer will promptly provide Seller with a validly executed tax exemption certificate at least 5 days prior to Closing. With regard to Purchased Assets upon which Kentucky Sales Tax is due, if any, Buyer shall provide the Seller a direct pay certificate, and no Kentucky sales Tax shall be collected by Seller from Buyer.

Section 6.15 Tax Matters. If any taxing authority asserts that Buyer is liable for any Tax that is the responsibility of the Seller pursuant this Agreement, Seller shall pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied. If any taxing authority asserts that Seller is liable for any Tax that is the responsibility of the Buyer pursuant to this Agreement, Buyer shall pay any and all such amounts and shall provide evidence to the Seller that such liabilities have been paid in full or otherwise satisfied.

Section 6.16 Further Assurances; Change of Name. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Within 10 days after the Closing Date, Seller shall amend its organizational documents and take all other actions necessary to change its name to one sufficiently dissimilar to Seller's present name to avoid confusion.

Section 6.17 Casualty and Condemnation.

(a) Casualty.

(i) If any Purchased Asset is actually damaged or destroyed by casualty loss after the date hereof and prior to the Closing (a "**Casualty Loss**"), Seller shall provide Buyer prompt written notice of such Casualty Loss and the details thereof (a "**Casualty Notice**"). If the cost (the "**Restoration Cost**") to restore such damaged or destroyed Purchased Asset to a condition reasonably comparable to its condition prior to such Casualty Loss ("**Restore**") is greater than $100,000 but does not exceed 35% of the Purchase Price, Seller shall within 30 days after the date of such Casualty Loss (but in any event prior to the Closing) elect to either Restore such damaged or destroyed Purchased Asset or reduce the amount of the Purchase Price by the Restoration Cost, by notice to Buyer, and such Casualty Loss shall not affect the Closing. If Seller does not

make any such election within the periods required in the previous sentence, Buyer may elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Restoration Cost by written notice to Seller.

(ii) If the Restoration Cost is in excess of 35% of the Purchase Price, Buyer may, by written notice to Seller within 30 days (a "**Casualty Termination Notice**") after Buyer receives the Casualty Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence within such 30 day period, then Seller shall, by written notice to Buyer within 30 days after the Casualty Loss, elect to (a) Restore such damaged or destroyed Purchased Asset, (b) reduce the Purchase Price by the Restoration Cost, or (c) terminate this Agreement. If Seller does not make any such election within such 30-day period, Buyer may, by written notice to Seller, elect to either terminate this Agreement or reduce the amount of the Purchase Price by the Restoration Cost.

(iii) If the Restoration Cost is $100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement and (y) there shall be no reduction in the amount of the Purchase Price.

(iv) To the extent Seller elects to reduce the amount of the Purchase Price by the Restoration Cost pursuant to this Section 6.17(a), Buyer will, at Seller's election, (i) use commercially reasonable efforts to assign to Seller any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under insurance policies covering Seller or its properties or assets, or (ii) at Seller's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Seller's behalf for the benefit of Seller.

(v) If, after the date hereof, (i) damage to the Purchased Assets that does not constitute a Casualty Loss is discovered (e.g., damage that occurred prior to the date hereof), (ii) such damage is not restored prior to the Closing, and (iii) such damage is or may be insured against under one or more insurance policies covering Seller or its properties or assets, Seller will, at Buyer's election, (y) use commercially reasonable efforts to assign to Buyer any rights to any indemnification and contribution available under or any rights to insurance claims or recoveries available under such insurance policies, or (z) at Buyer's sole cost and expense, use commercially reasonable efforts to pursue such available indemnification and contribution on Buyer's behalf for the benefit of Buyer.

(b) Post-Closing Adjustment for Casualty Loss. If, pursuant to this Section 6.17, the Purchase Price is to be reduced by the Restoration Cost, for purposes of Closing, the amount of the Purchase Price shall be reduced by an estimate (to be conducted by a qualified firm reasonably acceptable to Buyer and Seller and selected by Buyer and Seller in good faith and promptly after the election is made to reduce the Purchase Price) of the Restoration Cost (the "**Estimated Restoration Cost**"). Promptly after the Purchased Assets have been Restored and the Restoration Cost is known, Buyer will pay to Seller any amount by which the Estimated Restoration Cost exceeds the Restoration Cost and

Seller will pay to Buyer any amount by which the Restoration Cost exceeds the Estimated Restoration Cost. Buyer or Seller, as appropriate, will provide to the other party all invoices or other documentation necessary to establish the amount of the Restoration Cost.

(c) Condemnation.

(i) If any Purchased Asset is taken by condemnation after the date hereof and prior to the Closing, Seller shall provide Buyer prompt written notice of such condemnation and the details thereof (a "**Condemnation Notice**"). If the Purchased Assets condemned have a Condemnation Value (as defined below) which is greater than $100,000 but which does not exceed 35% of the Purchase Price, the Purchase Price shall be reduced by such Condemnation Value and such condemnation shall not affect the Closing.

(ii) If the Condemnation Value is in excess of 35% of the Purchase Price, Buyer may, by written notice to Seller within 30 days (a "**Condemnation Termination Notice**") after Buyer receives the Condemnation Notice, elect to terminate this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence, Seller shall, by written notice to Buyer within 30 days after the Condemnation elect, by written notice to Buyer (but in any event at least 10 days prior to the Closing Date) to either, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement. If Seller does not make any such election within such 30 day period, Buyer may elect to, by written notice to Seller, (a) reduce the Purchase Price by such Condemnation Value and such condemnation shall not affect the Closing or (b) terminate this Agreement.

(iii) If the Condemnation Value is $100,000 or less, (x) neither Buyer nor Seller shall have the right or option to terminate this Agreement, (y) there shall be no reduction in the amount of the Purchase Price and (c) any such award shall remain with the Business.

(iv) As used in this **Section 6.17**, "**Condemnation Value**" means, with respect to any Asset, the condemnation award proceeds actually received for any Asset of the Business that is taken by condemnation after the date hereof and prior to the Closing. If the Condemnation Value is not known at the Closing and it has been elected to reduce the Purchase Price in connection with a condemnation, for purposes of Closing, the amount of Purchase Price shall be as stated herein and the reduction in Purchase Price will be effected by the assignment from the Seller to the Buyer of all rights to the Condemnation Value (including all legal rights to contest the amount of the Condemnation Value and to collect the condemnation award).

Section 6.18 Schedule Update. From time to time prior to the Closing Date, Seller may at its option supplement or amend and deliver updates to the Schedules (each a "**Schedule Update**") that are necessary to complete or correct any information in such Schedules or in any representation or warranty of Seller that has been rendered inaccurate

since the date of this Agreement because of events or circumstances occurring after the date of this Agreement (and such Schedule Update shall be clearly identified as a Schedule Update delivered pursuant to Section 6.19 of this Agreement). If (a) the economic impact of such Schedule Update is immediately determinable, (b) Buyer has the right to terminate the Agreement pursuant to Section 9.01(b)(i) and does not exercise such right as a result of such Schedule Update within 60 days of such Schedule Update and (c) the Schedule Update pursuant to this Section 6.19 relates to events occurring or conditions arising after the date of this Agreement, then such Schedule Update shall be deemed to have amended the appropriate Schedule or Schedules solely for purposes of Section 7.02(a) of this Agreement. If Seller provides more than one Schedule Update, then all Schedule Updates shall be deemed dated as of, and delivered, on the date of delivery of the last Schedule Update, and all such previous Schedule Updates shall be deemed for all purposes under this Section 6.19 not to have been delivered prior to date of delivery of the last Schedule Update.

Section 6.19 Title Policy. At or prior to Closing, Seller shall act in good faith to execute such certificates or affidavits as may be reasonably required by Buyer's title insurance company (and in such form reasonably acceptable to Seller) in issuing a title policy.

Section 6.20 Obligations. Buyer hereby agrees to comply with the obligations set forth on **Section 6.20** of the Disclosure Schedules until the tenth anniversary of the Closing Date.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The filings of Buyer and Seller listed on **Section 7.01(a)** of the Disclosure Schedules have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(c) Seller and Buyer shall have received all final, non-appealable consents, authorizations, orders and approvals from Governmental Authorities set forth on **Sections 4.03(b)** (to the extent marked with an asterisk) **and 5.03(b)** of the Disclosure Schedules, in form and substance reasonably satisfactory to Buyer and Seller, necessary for (i) the

consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (ii) the transfer of all Permits set forth on **Section 4.15(b)** of the Disclosure Schedules and Environmental Permits set forth on **Section 4.16(b)** of the Disclosure Schedules, and (iii) the transfer of all permits and licenses required to operate the Business and use the Purchased Assets after the Closing in substantially the same manner as Seller has done prior to the Closing to the extent different from **Section 7.01(c)(ii)**.

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in **Section 4.01**, **Section 4.02** and **Section 4.21**, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in **Section 4.01**, **Section 4.02**, and **Section 4.21** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) Seller shall have completed the PILOT Program Termination.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(a)** (*Closing Deliverables*).

(g) Buyer shall have received all Permits set forth on **Section 4.15(b)** of the Disclosure Schedules and all Environmental Permits set forth on **Section 4.16(b)** of the Disclosure Schedules.

(h) Buyer shall, at its sole cost, have received an owner's title insurance policy reasonably acceptable to Buyer with respect to each parcel of Real Property, issued by a nationally recognized title insurance company, written as of the Closing Date, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form, as Buyer shall reasonably require. Such title insurance policy shall insure fee simple title to each parcel of Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Buyer shall, at its sole cost, have received an appropriately certified ALTA/ACSM Land Title Survey showing no Encumbrances other than the Permitted Encumbrances, and otherwise in form and substance reasonably satisfactory to Buyer, for each parcel of Real Property. Notwithstanding the foregoing, to the extent Buyer receives (i) a title insurance policy in the form and from a similar-quality title insurance company set forth in **Schedule XX** in an amount up to the Purchase Price and (ii) a certified ALTA/ACSM Land Title Survey in the form as set forth on **Schedule YY** taking into account the changes relating to the PILOT Program Termination, the condition in this Section 7.02(h) shall be deemed satisfied.

(i) All Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in a form reasonably satisfactory to Buyer, of the release of such Encumbrances.

(j) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in **Section 7.02(a)** (*Conditions to Obligations of Buyer*) and **Section 7.02(b)** (*Conditions to Obligations of Buyer*) have been satisfied (the "**Seller Closing Certificate**").

(k) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(l) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(m) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) under the Foreign Investment in Real Property Tax Act of 1980 (the "**FIRPTA Certificate**") that the entity that is treated as the owner of Seller's assets is not a foreign person within the meaning of Section 1445 of the Code, duly executed by Seller.

(n) Buyer shall have received an opinion of counsel to Seller and Seller Parent in the form of **Exhibit E** hereto.

(o) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in **Section 5.01**, **Section 5.02** and **Section 5.04**, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in **Section 5.01**, **Section 5.02** and **Section 5.04** shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(b)** (*Closing Deliverables*).

(e) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in **Section 7.03(a)** (*Conditions to Obligations of Seller*) and **Section 7.03(b)** (*Conditions to Obligations of Seller*) have been satisfied (the "**Buyer Closing Certificate**").

(f) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(g) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(h) Seller shall have completed the PILOT Program Termination.

(i) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 1 year from the Closing Date; *provided, that* the representations and warranties in **Section 4.01** (*Organization and Qualification of Seller*), **Section 4.02** (*Authority of Seller*), **Section 4.07** (*Title to Purchased Assets*), **Section 5.01** (*Organization of Buyer*) and **Section 5.02** (*Authority of Buyer*) shall survive for a period of 5 years from the Closing Date and the representations and warranties in **Section 4.19** and **Section 4.21** shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver or extension by the appropriate Governmental Authority thereof) plus 60 days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in accordance with the terms of this Article 8, in good faith, with reasonable specificity (to the extent known at such time), and in writing, by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period, shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Seller. Subject to the other terms and conditions of this **Article VIII**, from and after the Closing, Seller shall indemnify and defend Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees to the extent resulting from:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Seller pursuant to this Agreement; or

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date; provided that such Third Party Claim does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Buyer under this Agreement.

Section 8.03 Indemnification By Buyer. Subject to the other terms and conditions of this **Article VIII**, from and after the Closing, Buyer shall indemnify and defend each of Seller and its Affiliates (to the extent any such Affiliate is a permitted assignee under **Section 10.07** (*Successors and Assigns*)) and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees resulting from:

(a) any inaccuracy in or breach as of the Closing Date of any of the representations or warranties of Buyer contained in this Agreement, the other Transaction Documents or in any certificate delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement, the other Transaction Documents or any certificate delivered by or on behalf of Buyer pursuant to this Agreement;

(c) any Assumed Liability;

(d) the Taxes that are the obligation of Buyer set forth in **Section 6.14** (*Transfer Taxes*); or

(e) any Third Party Claim based upon, resulting from, or arising out of the Buyer's ownership and use of the Purchased Assets after the Closing; provided, that such Third Party Claim does not arise from facts or circumstances that would constitute a breach of a representation, warranty, or covenant of Seller under this Agreement.

Section 8.04 Certain Limitations. The indemnification provided for in **Section 8.02** (*Indemnification by Seller*) and **Section 8.03** (*Indemnification by Buyer*) shall be subject to the following limitations:

(a) Seller shall not be liable to the Buyer Indemnitees for indemnification under **Section 8.02(a)** (*Indemnification by Seller*) and, with respect to a breach of **Section 6.04(a)(i)** (*Notice of Certain Events; Removal of Excluded Assets*), under **Section 8.02(b)** (*Indemnification by Seller*) (or certificate with respect thereto) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of $16,425,000; provided, however, that with respect to a breach of any representation or warranty in **Section 4.01** (*Organization and Qualification of Seller*), **Section 4.02** (*Authority of Seller*), **Section 4.07** (*Title to Purchased Assets*), **Section 4.19** (Taxes) and **Section 4.21** (*Brokers*), Seller's liability shall not exceed the Purchase Price; and provided further that, in no event shall Buyer Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(b) Notwithstanding anything to the contrary contained in this **Section 8.04**, Buyer Indemnitees and Seller Indemnitees shall be entitled to indemnification with respect to any claim for indemnification under this Agreement, the other Transaction Documents or in any certificate:

(i) only if the amount of Losses with respect to such claim exceeds the amount of $50,000 (the "**De Minimis Amount**") (any claim involving Losses equal to or less than such amount being referred to as a "**De Minimis Claim**") (provided that, in the case of Buyer Indemnitees, claims for Losses with respect to Excluded Liabilities shall not be subject to the De Minimus Amount and, in the case of Seller Indemnitees, claims for Losses with respect to Assumed Liabilities shall not be subject to the De Minimis Amount);

(ii) only if the aggregate Losses for breach of this Agreement to all Buyer Indemnitees or Seller Indemnitees, as applicable, (other than De Minimis Claims), exceed the amount of one percent (1.0%) of the Purchase Price (the "**Deductible**"),

whereupon (subject to the provisions of clause (iii) below) Seller or Buyer, as the case may be, shall be obligated to pay in full all such amounts exceeding the amount of the Deductible (provided that, in the case of Buyer Indemnitees, claims for Losses with respect to Excluded Liabilities shall not be subject to the Deductible and in the case of Seller Indemnitees, claims for Losses with respect to Assumed Liabilities shall not be subject to the Deductible); and

(iii) only with respect to claims for indemnification made on or before the expiration of the survival period pursuant to **Section 8.01** (*Survival*) for the applicable representation or warranty.

(c) Buyer shall not be liable to the Seller Indemnitees for indemnification under **Section 8.02(a)** (*Indemnification by Buyer*) (other than with respect to a claim for indemnification based upon, arising out of, with respect to or by reason of fraud) in excess of $16,425,000; provided, however, that with respect to a breach of any representation or warranty in **Section 4.01** (*Organization of Buyer*), **Section 4.02** (*Authority of Buyer*), and **Section 4.074** (*Brokers*), Buyer's liability shall not exceed the Purchase Price; and provided further that, in no event shall Seller Indemnitees be entitled to aggregate indemnification under this Agreement, the Transaction Documents or in any certificate in excess of the Purchase Price.

(d) For purposes of this **Article VIII**, the amount of Loss arising out of any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(e) No party shall have any liability for any Loss which would not have arisen but for any alteration or repeal or enactment of any Law after the date of this Agreement;

(f) The Losses suffered by any indemnified party shall be calculated after giving effect to any amounts available from third parties, including insurance proceeds, in each case net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties (it being understood and agreed that the Indemnified Parties shall use their commercially reasonable efforts to seek insurance recoveries in respect of Losses to be indemnified hereunder). If any insurance proceeds or other recoveries from third parties are actually realized (in each case calculated net of the reasonable out of pocket costs and expenses associated with such recoveries from third parties) by an Indemnified Party subsequent to the receipt by such Indemnified Party of an indemnification payment hereunder in respect of the claims to which such insurance proceedings or third party recoveries relate, appropriate refunds shall be made promptly to the Indemnifying Party regarding the amount of such indemnification payment;

(g) Seller shall have no liability for any breach of or inaccuracy in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement to the extent Buyer has actual knowledge as of the date of this Agreement of such breach or inaccuracy; and

(h) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ("**NON-REIMBURSABLE DAMAGES**"); *PROVIDED, HOWEVER*, THAT A PARTY SHALL BE LIABLE FOR, AND NON-REIMBURSABLE DAMAGES SHALL NOT INCLUDE, ALL SUCH DAMAGES ARISING FROM THIRD PARTY CLAIMS FOR WHICH AN INDEMNIFIED PARTY SEEKS INDEMNIFICATION.

Section 8.05 Indirect Claims. Notwithstanding anything in this Agreement to the contrary, except for fraud or willful misconduct, no Representative or Affiliate of a Party shall have any personal liability to the other Party or any other Person as a result of the breach of any representation, warranty, covenant, agreement or obligation of such Party in this Agreement.

Section 8.06 EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH IN **ARTICLE IV** OR IN ANY CERTIFICATE OR THE DEED DELIVERED HEREUNDER, THE PURCHASED ASSETS ARE "AS IS, WHERE IS," AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO LIABILITIES, OPERATIONS, TITLE, CONDITION, VALUE OR QUALITY OR THE PROSPECTS OF THE BUSINESS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF THE BUSINESS, AND SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PURCHASED ASSETS OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF THE BUSINESS, INCLUDING, WITHOUT LIMITATION, WHETHER THE BUSINESS POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY TO OPERATE, IN EACH CASE EXCEPT AS SET FORTH HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS MATERIALS OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS. WITHOUT LIMITING THE GENERALITY OF

THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY CERTIFICATE DELIVERED HEREUNDER, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE PURCHASED ASSETS OR THE SUITABILITY FOR OPERATION AS A POWER PLANT OR AS SITES FOR THE DEVELOPMENT OF ADDITIONAL OR REPLACEMENT GENERATION CAPACITY AND NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SELLER, OR ANY OTHER PARTY, INFORMATION PROVIDED DURING DUE DILIGENCE, AND ANY ORAL, WRITTEN OR ELECTRONIC RESPONSE TO ANY INFORMATION REQUEST PROVIDED TO BUYER, WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF THE PURCHASED ASSETS THAT IS NOT SET FORTH HEREIN.

Section 8.07 Indemnification Procedures. The party making a claim under this **Article VIII** is referred to as the "**Indemnified Party,**" and the party against whom such claims are asserted under this **Article VIII** is referred to as the "**Indemnifying Party**".

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim (and in any event within the applicable survival period set forth in **Section 8.01** (*Survival*)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in **Section 8.01** (*Survival*)), except and only to the extent that the Indemnifying Party is prejudiced by the failure to give such notice or forfeits rights or defense by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a significant supplier of the Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to **Section 8.07(b)**

(*Settlement of Third Party Claims*), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to **Section 8.07(b)** (*Settlement of Third Party Claims*), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of **Section 6.06** (*Confidentiality*)) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this **Section 8.07(b)** (*Settlement of Third Party Claims*). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnifying Party has assumed the defense

pursuant to **Section 8.07(a)** (*Third Party Claims*), it shall not agree to any settlement without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim (and in any event within the applicable survival period set forth in Section **8.01** (*Survival*)). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations (unless outside of the survival periods set forth in Section **8.01** (*Survival*)), except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) **Cooperation**. Any party that becomes aware of a Loss for which it may seek indemnification under this Article VIII shall be required to use commercially reasonable efforts to mitigate (including not taking actions to exacerbate) the Loss including taking any actions reasonably requested by the Indemnifying Party. An Indemnifying Party shall not be liable for any Loss to the extent that it is attributable to the Indemnified Party's breach of its obligation set forth in the preceding sentence.

Section 8.08 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article VIII**, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable

adjudication to and including the date such payment has been made at a rate per annum equal to the "prime rate" as published in the *Wall Street Journal* from time to time plus 300 basis points. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 8.09 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.10 Exclusive Remedies. Subject to **Section 10.11** (*Specific Performance*) and **Article IX** (*Termination*), the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims arising after the Closing (other than claims arising under **Article 2** and **Article 6** related to Purchase Price Adjustments and claims from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this **Article VIII**. Nothing in this **Section 8.11** shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Person's fraudulent, criminal or intentional misconduct, or any Person's right to seek and obtain equitable or monetary relief prior to the Closing.

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section **7.02(a)** (*Conditions to Obligations of Buyer*) or Section **7.02(b)** (*Conditions to Obligations of Buyer*) and such breach, inaccuracy or failure has not been cured by Seller within thirty (30) days of Seller's receipt of written notice of such breach from Buyer; provided, however, that if, during such thirty (30) day period Seller has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Seller continues to endeavor in good faith and proceeds diligently to cure such breach and (z)

such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past June 30, 2012;

(ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or if it becomes reasonably apparent that the condition in Section 7.01(c) will not be, fulfilled by June 30, 2012, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(iii) Buyer is electing to terminate this Agreement pursuant to Section 6.18;

(c) by Seller by written notice to Buyer if:

(i) Buyer has breached its obligation to pay the Purchase Price;

(ii) any of the conditions set forth in **Section 7.01** (*Conditions to Obligations of All Parties*) or **Section 7.03** (*Conditions to Obligations of Seller*) shall not have been fulfilled by June 30, 2012, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to Closing; or

(iii) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in **Section 7.03(a)** (*Conditions to Obligations of Seller*) or **Section 7.03(b)** (*Conditions to Obligations of Seller*) and such breach, inaccuracy or failure, in the case of **9.01(c)(ii)** only, has not been cured by Buyer within thirty (30) days of Buyer's receipt of written notice of such breach from Seller; provided, however, that if, during such thirty (30) day period Buyer has endeavored in good faith and proceeded diligently to cure such breach, such thirty (30) day period may be extended for up to an additional thirty (30) days, but only so long as (y) Buyer continues to endeavor in good faith and proceeds diligently to cure such breach and (z) such breach is reasonably likely to be cured during such additional period, provided further that in no event shall such thirty (30) day period extend past June 30, 2012; or

(iv) Seller is electing to terminate this Agreement pursuant to Section 6.18;

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non appealable.

Section 9.02 Effect of Termination. In the event of termination of this Agreement in accordance with this Agreement, each party shall have available to it all

remedies available at law or in equity, including without limitation the ability to specifically enforce the terms of this Agreement or to obtain temporary or permanent injunctive relief.

ARTICLE X
MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; *provided, however*, Buyer and Seller shall be equally responsible for all filing and other similar fees payable in connection with any filings or submissions under the HSR Act.

Section 10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 10.02**):

If to Seller:

c/o LS Power Development, LLC
Two Tower Center, 11th Floor
East Brunswick, NJ 08816

Facsimile: 732-249-7290

Attention: General Counsel

with a copy to:

Latham & Watkins LLP
53rd at Third
885 Third Avenue
New York, NY 10022-4834

Facsimile: 212-751-4864

Attention: David Kurzweil

If to Buyer:

Louisville Gas and Electric Company
Kentucky Utilities Company
220 West Main Street
Louisville, KY 40202

Facsimile: (502) 627-3950

Attention: Dir Energy Services
Project Development,
Mr. Douglas Schetzel

Telephone: (502) 627-4838

Facsimile: (502) 217-2794

with a copy to:

Louisville Gas and Electric Company
Kentucky Utilities Company
220 West Main Street
Louisville, KY 40202

Telephone: (502) 627-3665

Facsimile: (502) 627-4622

Attention: General Counsel

Section 10.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be

drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is declared by a final judgment or order by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or provision shall be judicially modified by a court of competent jurisdiction so as to make such term or provision legal, valid and enforceability and to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 10.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries or an Affiliate of Buyer. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08 No Third-party Beneficiaries. Except as expressly provided in **Article VIII**, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising (other than delays that result in an exercise of rights hereunder outside the relevant time periods prescribed hereunder), any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Kentucky.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF KENTUCKY IN EACH CASE LOCATED IN THE CITY OF LOUISVILLE AND COUNTY OF JEFFERSON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BLUEGRASS GENERATION COMPANY, L.L.C.

By_____
Name:
Title:

KENTUCKY UTILITIES COMPANY

By_____
Name:
Title:

LOUISVILLE GAS AND ELECTRIC COMPANY

By_____
Name:
Title:

EXHIBIT A

BILL OF SALE

This Bill of Sale (this "**Bill of Sale**") dated as of _____ __, 2011, from Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**"), to Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyers**"), is being delivered pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated _____ __, 2011 between Seller and Buyers. Capitalized terms used in this Bill of Sale but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

1. In consideration of the covenants, agreements, terms and provisions contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant, sell, assign, convey, transfer and deliver to the Buyers, as tenants in common [% to be determined by Buyers prior to closing] and their successors and assigns, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets.

2. Any conflict between the terms of this Bill of Sale and the Purchase Agreement are to be resolved in favor of the terms of the Purchase Agreement.

3. Seller will execute and deliver any further instruments of sale, conveyance, transfer, and assignment and take any other actions reasonably requested by Buyers in order to more effectively sell, assign, transfer, and convey to and vest in Buyers all of Seller's right, title, and interest in and to the Tangible Personal Property included in the Purchased Assets as specified in the Purchase Agreement.

4. This Bill of Sale shall be governed by and construed and enforced under the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered by its duly authorized agent on the date first set forth above.

Bluegrass Generation Company, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment and Assumption Agreement**") is dated as of _____ __ 2011, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**"), and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Buyers**").

Recitals

A. This Assignment and Assumption Agreement is delivered pursuant to Section 3.02(a)(ii) of that certain Asset Purchase Agreement (the "***Purchase Agreement***"), dated as of _____ __, 2011, between Buyer and Seller.

B. Capitalized terms not defined in this Assignment and Assumption Agreement shall have the meanings assigned to them in the Purchase Agreement.

Agreement

In consideration of the agreements and covenants contained in the Purchase Agreement and this Assignment and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyers and Seller, intending to be legally bound, agree as follows:

1. **Assignment**. Seller hereby assigns to Buyers, as tenants in common [% to be determined by Buyer prior to closing], and Buyers hereby assumes all of the Purchased Assets that may not be transferred in the Bill of Sale, including without limitation the Assigned Contracts included in the Purchased Assets.

2. **Assumed Liabilities.** Effective as of the Effective Time, Buyers hereby accept the foregoing assignment and assume and agree to discharge the Assumed Liabilities.

3. **No Other Liabilities Assumed.** Notwithstanding anything in this Assignment and Assumption Agreement to the contrary, Buyers shall not assume, and in no event shall be deemed to have assumed, any of the Excluded Liabilities, and Buyers and Seller agree that all such Excluded Liabilities shall remain the sole responsibility of Seller and shall be retained, paid, performed and discharged solely by Seller.

4. **Terms of the Asset Purchase Agreement.** The terms of the Purchase Agreement are incorporated herein by this reference. Buyers and Seller acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Further Actions.** Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and

assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. **Governing Law.** This Assignment and Assumption Agreement shall be governed by and construed and enforced under the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles.

7. **Execution in Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. **Severability.** If any part, terms or provision of this Assignment and Assumption Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Assignment and Assumption Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable as if this Assignment and Assumption Agreement did not contain that particular part, term or provision.

9. **Successors.** This Agreement shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

BLUEGRASS GENERATION COMPANY,
L.L.C.

By_____
Name:
Title:

KENTUCKY UTILITIES COMPANY

By_____
Name:
Title:

LOUISVILLE GAS AND ELECTRIC
COMPANY

By_____
Name:
Title:

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This is an Intellectual Property Assignment Agreement (this "**Agreement**"), dated as of _____ __, 2011, between Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Assignor**"), and Kentucky Utilities Company, a Kentucky corporation, and Louisville Gas and Electric Company, a Kentucky corporation (collectively, the "**Assignees**"). Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of _____ __, 2011, between Assignee and Assignor (the "**Purchase Agreement**").

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign its right, title and interest in and to the Assigned Intellectual Property Assets;

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment of Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignees, as tenants in common [% to be determined by Buyer prior to closing] and Assignees accept all right, title and interest of Assignor in and to the Assigned Intellectual Property Assets (the "Assigned Assets").
2. Further Assurances. Assignor hereby undertakes to give to Assignees all assistance reasonably necessary to the end of transferring and assigning the Assigned Assets and finalizing any reasonably necessary endorsements for the transfer thereof in favor of Assignee.
3. Successors. This Agreement shall inure to the benefit of Assignees and their successors and assigns and shall be binding upon Assignor and its successors and assigns.
4. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to the conflict of laws rules thereof.
5. Severability. If any part, terms or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable as if this Agreement did not contain that particular part, term or provision.
6. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed as of the date first written above.

BLUEGRASS GENERATION COMPANY, L.L.C.

By_____
Name:
Title:

KENTUCKY UTILITIES COMPANY

By_____
Name:
Title:

LOUISVILLE GAS AND ELECTRIC COMPANY

By_____
Name:
Title:

EXHIBIT D

SPECIAL WARRANTY DEED

This DEED is made and entered into as of _____, 2012, from

BLUEGRASS GENERATION COMPANY, L.L.C.
a Delaware limited liability company
2 Tower Center
11th Floor
East Brunswick, NJ 08816 ("Grantor").

to

KENTUCKY UTILITIES COMPANY,
a Kentucky corporation
820 West Broadway
Louisville, Kentucky 40202

And

LOUISVILLE GAS AND ELECTRIC COMPANY
A Kentucky corporation
820 West Broadway
Louisville, Kentucky 40202 ("Grantees").

WITNESSETH:

THAT, for and in consideration of the sum of [**One Hundred Nine Million Five Hundred Thousand and 00/100 Dollars – Amount Allocated to Other Assets**] (**$XXXXXXX**), the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and does hereby GRANT and CONVEY unto Grantees, as tenants in common [**% to be determined by Buyer prior to Closing**], their s uccessors and assigns forever, the following described property located in Oldham County, Kentucky, which is more fully described as follows, to-wit:

[**LEGAL DESCRIPTION TO BE INSERTED**]

BEING the same property conveyed to Grantor, by Special Warranty Deed dated _____, 2012, of record in Deed Book _____, Page _____, in the Office of the Clerk of Oldham County, Kentucky.

TO HAVE AND TO HOLD the above-described property, together with all appurtenances and common elements thereunto belonging, unto Grantees, their successors and assigns forever.

Grantor does hereby release and relinquish unto Grantees, their successors and assigns forever, all of its right, title and interest in and to the above-described property (the "Property"), including dower, curtesy and homestead exemption and all other exemptions allowed by law, and hereby covenants to and with Grantees, their successors and assigns, that it has a good and lawful right to convey the same as herein done, and that it will WARRANT SPECIALLY the title to the Property and will forever defend the Property and every part thereof unto Grantees and their successors and assigns, against the claims of all persons claiming by, through or under Grantor.

Provided, however, that there is excepted from the foregoing warranty and covenants, and this conveyance is made subject to, the following:

1. The restrictions and covenants of record in the Oldham County Clerk's office.

2. All conditions, restrictions and/or notes affecting the property herein conveyed and contained on any plat of record in the aforesaid clerk's office.

3. Easements and rights-of-way of whatsoever nature and kind reserved and recorded in the aforesaid clerk's office.

4. Governmental laws, ordinances and regulations affecting the Property

This conveyance is made subject to and Grantees shall pay the 2011 and all subsequent years ad valorem property taxes assessed against the property herein conveyed.

For purposes of KRS 382.135 the in-care-of address to which the property tax bill for 2011 may be sent to: Kentucky Utilities Company, 820 West Broadway, Louisville, Kentucky 40202, and Louisville Gas and Electric Company, 820 West Broadway, Louisville, Kentucky 40202.

CONSIDERATION CERTIFICATE

For purposes of compliance with KRS 382.135, and first being duly sworn, Grantor and Grantees certify that the consideration reflected herein is the full consideration paid for the above-described real property. Grantees join in the execution of this Deed for the sole purpose of certifying the amount of the consideration.

[Remainder of page left intentionally blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

GRANTOR:

BLUEGRASS GENERATION COMPANY, L.L.C.
a Delaware limited liability company

By:_____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Bluegrass Generation Company, L.L.C., a Delaware limited liability company, for and on behalf of said company.

_____
NOTARY PUBLIC
My commission expires: _____

[Remainder of page left intentionally blank. Signature pages continue on next page.]

GRANTEES:

KENTUCKY UTILITIES COMPANY,
a Kentucky corporation

By:_____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Kentucky Utilities Company, a Kentucky corporation, for and on behalf of said corporation.

_____
NOTARY PUBLIC
My commission expires: _____

LOUISVILLE GAS AND ELECTRIC COMPANY,
a Kentucky corporation

By:_____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on this the _____ day of _____, 2012, by _____, as _____of Kentucky Utilities Company, a Kentucky corporation, for and on behalf of said corporation.

_____
NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT PREPARED BY:

FROST BROWN TODD
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
(502) 589-5400

By: _____
Erik C. Lattig

LOULibrary 0000HCJ.0588194 1136430v2

EXHIBIT E

OPINIONS OF SELLER'S COUNSEL

1. Each of Seller and Seller Parent is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

2. Seller has the requisite corporate power and authority to enter into the Agreement and to perform its obligations thereunder. Seller Parent has the requisite corporate power and authority to enter into the Parent Guaranty and to perform its obligations thereunder.

3. The execution and delivery of the Agreement by Seller, and the consummation by Seller of the transactions provided for therein, have been duly authorized by all requisite entity action on the part of Seller. The execution and delivery of the Parent Guaranty by Seller Parent, and its obligations provided for therein, have been duly authorized by all requisite entity action on the part of Seller Parent.

4. The Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law). The Parent Guaranty constitutes the legal, valid and binding obligations of Seller Parent, enforceable against Seller Parent in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law).

5. Neither the execution and delivery of the Agreement by Seller, nor the consummation by Seller of any or all of the transactions contemplated by the Agreement, conflicts with or violates any provision of Seller's certificate of formation, limited liability company agreement or other governing documents. Neither the execution and delivery of the Parent Guaranty by Seller Parent, nor the performance by Seller Parent of any or all of its obligations thereunder, conflicts with or violates any provision of Seller Parent's certificate of formation, limited liability company agreement or other governing documents.

6. No consent or approval, and no registration or filing with, any governmental agency, authority or other governmental unit is required, under any law applicable to Seller, other than such consents and approvals as have been obtained and registrations and filings as have been made, for Seller to consummate the transactions provided for in the Agreement.

Disclosure Schedules

to the

Asset Purchase Agreement

dated September ~~14~~15, 2011

Among

KENTUCKY UTILITIES COMPANY

and

LOUISVILLE GAS AND ELECTRIC COMPANY

as Buyer

and

BLUEGRASS GENERATION COMPANY, L.L.C.

as Seller

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General Terms

Any terms used in these Disclosure Schedules but not defined herein shall have the same meanings ascribed thereto in the Asset Purchase Agreement (the "**Agreement**"), dated September ~~14~~15, 2011, by and among Kentucky Utilities Company, a Kentucky corporation, Louisville Gas and Electric Company, a Kentucky corporation (collectively, "**Buyer**"), and Bluegrass Generation Company, L.L.C., a Delaware limited liability company ("**Seller**" and collectively with Buyer, the "**Parties**"), of which these Disclosure Schedules are a part. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, subject to the limitations set forth in such specific provision, and are not intended to constitute, and shall not be construed as constituting, any representations or warranties of the Parties. These Disclosure Schedules may include items or information that the Parties are not required to disclose under the Agreement; disclosure of such items or information shall not affect (directly or indirectly) the interpretation of the Agreement or the scope of the disclosure obligation under the Agreement. Inclusion of information herein shall not be construed as an admission that such information is material to the Business or the business, assets, liabilities, financial condition, or operations of the Parties. The disclosure of any fact or item in any Disclosure Schedule referenced by a particular section of the Agreement shall be deemed to have been disclosed with respect to every other section in the Agreement to the extent it is reasonably apparent on the face of such disclosure the relevance to such other section. The headings contained in these Disclosure Schedules are for reference only and shall not affect in any way the meaning or interpretation of these Disclosure Schedules.

Schedule 1.01(k)

Seller's Knowledge

1. David Nanus
2. Ernest Kim
3. Carolyne Wass
4. Woody Saylor

Schedule 2.01(a)

Excluded Inventory

1. See Appendix 2.01(a).

Schedule 2.01(b)

Assigned Contracts

1. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001. (1)

2. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002. (2)

3. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.

4. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.

5. Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District dated June 19, 2001. (3)

6. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

7. Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric ~~and Kentucky Utilities Company~~, dated January 3, 2001. (4)

---

(1) Failure of Louisville Gas and Electric Company ("LG&E") to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(2) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(3) Buyer and Seller may mutually agree that amended KPDES may eliminate need for this agreement to be assigned.

(4) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

Schedule 2.01(h)

Prepayments

1. As of the date hereof, none.

Schedule 2.02(c)

Excluded Assets

1. Any and all software rights and licenses, including those set forth on Schedule 4.01(b), but not including (i) such all software necessary to operate and control the Units (including, Teleperm XP (AS 620) – T-2000 / Version 7.0.26) and all firmware installed on the Purchased Assets.

2. Any and all items listed as Excluded Inventory in Schedule 2.01(a).

3. Rights under any and all Contracts and agreements that are not Assigned Contracts.

Schedule 2.06(a)

Prorated Items

1. Liabilities accrued prior to Closing in the ordinary course of business under the contracts actually assigned and listed on Schedule 2.01(b).

Schedule 4.01

Qualified Jurisdictions

1. Delaware
2. Kentucky

Schedule 4.03(b)

Consents under Law or Governmental Order

Note: The following consents, approvals and notices are being provided as required under Section 4.03(b) of the Agreement, and only those consents or approvals designated with an asterisk ("") shall be a condition to closing under Section 7.01(c).*

Pre-Closing Consents/Approvals:

1. * Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.
2. * FERC– Filing of joint application under section 203 of the Federal Power Act for the sale of FERC jurisdictional facilities.
3. * Kentucky's Division of Water as required for KPDES Permit. (1)
4. * Kentucky's Public Service Commission.

Post-Closing Notices (not required as conditions to closing):

1. FERC–Within thirty (30) calendar days after the Closing Date, Buyer must submit Notices of Change of Status to FERC or a Notice of Self Certification of QF status, advising of the change of ownership of the Plant in accordance with FERC's regulations.
2. As of the Closing Date, Seller will no longer be responsible for compliance with North American Electric Reliability Corporation ("NERC") Reliability Standards at the Plant. Within thirty (30) calendar days after the Closing Date, Seller will provide written notification to NERC that it is no longer the "Generator Owner and Operator" for the Plant. It is the Buyer's obligation to inform NERC of their new obligations for purposes of ongoing compliance at the Plant.
3. EPA Clean Air Markets Division, where Buyer must submit change of ownership information to EPA Clean Air Markets Division within thirty (30) days after the Closing Date, as required for the following permits:

---

(1) Only to the extent that the KPDES Permit has been issued. Seller has filed KPDES application and is currently awaiting issuance of the permit from Kentucky's Division of Water.

a. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016;

b. CAIR Permit (Section K of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016; and

c. Certificate of Representation, Designated Representative (Carolyne Wass, LS Power) / Alternate Designated Representative (Kathy French, LS Power), Acid Rain Program, CAIR NOx Annual Program, CAIR NOx Ozone Season Program, CAIR SO2 Program, filed with U.S. Environmental Protection Agency, Clean Air Markets Division, sent December 2, 2009.

4. Kentucky's Division for Air Quality as required for Air Quality Permit, No. V-05-080, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 27, 2011; expires July 27, 2016 (presently at EPA for its 45 day review). Notice must be provided to the Division of Air Quality within ten (10) days after the Closing Date. Notice must include a "signed written agreement specifying the date of transfer of permit responsibility, coverage, and liability."

5. Kentucky's Division of Waste Management as required for Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002. Seller must notify the Division of Waste Management within thirty (30) days after the generation of hazardous waste ceases using Form DEP 7086. Buyer must submit registration form and receive EPA ID number prior to treating, storing, disposing, transporting, or offering to transport hazardous waste using form DEP 7037.

6. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.

Schedule 4.03(c)

Consents under Material Contracts

1. Any consent in connection with PILOT Program Termination and collapse of Lease and Bond structure.

2. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001. (1)

3. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002. (2)

4. Oldham County Sanitation District Wastewater Collection and Transport Facilities extension contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001. (3)

5. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

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(1) Failure of Louisville Gas and Electric Company ("LG&E") to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(2) Failure of LG&E to consent to assignment of this contract shall not result in a Seller's failure of a condition required for closing.

(3) Buyer and Seller may mutually agree that amended KPDES may eliminate need for this agreement to be assigned.

Schedule 4.04

Financial Statements

1. Financial Statements do not include any allocation of liabilities and expenses for Affiliate personnel, general and administrative and overhead costs incurred in the ordinary course of business.

The aggregate amount of such liabilities and expenses does not exceed $_____.

$5,000,000.

Schedule 4.05

Undisclosed Liabilities

1. Financial Statements do not include any allocation of liabilities and expenses for Affiliate personnel, general and administrative and overhead costs. The aggregate amount of such liabilities and expenses does not exceed $5,000,000.

2. Liabilities accrued prior to Closing in the ordinary course of business under the Assigned Contracts.

Schedule 4.06(a)

Material Contracts

All documents relating to Lease and Bond Structure, including without limitation:

1. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2000A.
2. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2001A.
3. County of Oldham, Kentucky Industrial Building Revenue Bonds, Series 2002A.
4. Master Trust Indenture between County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
5. Supplement No. 1 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of November 1, 2000.
6. Supplement No. 2 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2001.
7. Supplement No. 3 to Master Trust Indenture between the County of Oldham, Kentucky and Bank One Trust Company, National Association, dated as of December 27, 2002.
8. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated November 1, 2000.
9. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2001.
10. Home Office Payment Agreement between Bluegrass Generation, Inc., Bluegrass Generation Company, L.L.C., Bank One Trust Company, National Association, and County of Oldham, Kentucky, dated December 27, 2002.
11. In-Lieu of Tax Payments Agreement by and between Bluegrass Generation Company, L.L.C. and County of Oldham, Kentucky, dated November 1, 2000
12. Letter Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County, Kentucky Fiscal Court, executed on August 28, 2000.

13. Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.

14. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.

15. Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.

16. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.

17. Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2001.

18. Bill of Sale by and between Bluegrass Generation, Inc. and County of Oldham, Kentucky, dated December 27, 2002.

19. Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of November 1, 2000.

20. First Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2001.

21. Second Amendment to Bond Purchase Agreement by and among County of Oldham, Kentucky, as Issuer, and Bluegrass Generation Company, L.L.C., as Lessee, and Bluegrass Generation, Inc., as Original Purchase, dated as of December 27, 2002.

Other Material Contracts:

1. Amended and Restated Limited Liability Company Agreement of Bluegrass Generating Company, L.L.C., by Port River, LLC, dated as of November 30, 2009.

2. Assignment and Assumption Agreement between Bluegrass Generation, Inc. and Bluegrass Generation, L.L.C., dated as of November 24, 2009.

3. Interconnection and Operating Agreement by and among Louisville Gas & Electric Company and Kentucky Utilities Company and Bluegrass Generation Company, L.L.C., dated February 13, 2001.

4. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

5. Water Purchase Agreement by and between Bluegrass Generation Company, L.L.C. and Oldham County Sewer District, dated February 8, 2001, to include related Access Easement, dated as February 9, 2006, and Amendment to Access Easement, as of February 2006.

6. Facilities Agreement between Texas Gas Transmission Corporation and Bluegrass Generation Company, L.L.C., dated April 9, 2001.

7. Leasehold Interest in the land described on Schedule XX.

8. All matters and encumbrances disclosed on Schedule XX.

9. All matters and encumbrances disclosed on Schedule YY.

10. Permanent Access Road Agreement by and between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation, dated as of February 27, 2001.

11. Conveyance of Right of Way by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric~~ and Kentucky Utilities Company~~, dated January 3, 2001.

12. Oldham County Sanitation District Wastewater Collection and Transport Facilities Extension Contract between Bluegrass Generation Company, L.L.C. and Oldham County Sanitation District, dated June 19, 2001.

13. Conveyance of Wastewater and Collection Facilities between Bluegrass Generation Company, L.L.C. and the Oldham County Sanitation District, delivered January 16, 2002.

14. LG&E/KU System Impact Study Agreement for PTP for Bluegrass 501 MW Project, System Impact Study Agreement Number: LGE-2011-014, by and between Independent Transmission Organization and BGCP, dated as of June 28, 2011.

15. LG&E/KU System Impact Study Report for PTP for Bluegrass 501 MW Project, System Impact Study Agreement Number: LGE-2011-014, by Independent Transmission Organization, dated as of September 7, 2011.

16. Application for Membership Agreement, by and between PJM Interconnection, L.L.C. and Bluegrass Generation Company, L.L.C., dated June 24, 2011.

17. Notice of Approval for PJM Membership, delivered by PJM Interconnection, L.L.C. to Bluegrass Generation Company, L.L.C., dated August 12, 2011 (to include Membership Kit).

18. Interconnection Feasibility Study Agreement (LGE-GIS-2011-001), by and between Southwest Power Pool and Bluegrass Generation Company, L.L.C., dated April 6, 2011.

19. Letter of Notice of Receipt of Interconnection Feasibility Study Agreement (LGE-GIS-2011-001), from Southwest Power Pool to Bluegrass Generating Company, L.L.C., dated April 15, 2011.

20. PJM Interconnection Transmission Request, by and between Bluegrass Generating Company, L.L.C. and PJM Interconnection, L.L.C., dated August 26, 2011.

21. Confirmation Letter, by PJM Interconnection, L.L.C., dated as of September 1, 2011, and PJM Long-Term Firm Network Transmission Service Application and Initial Study Agreement, by and between Bluegrass Generating Company, L.L.C. and PJM Interconnection, L.L.C., dated as of September 13, 2011.

22. Operations and Maintenance Agreement for the Bluegrass Facility, between Port River, LLC and NAES Corporation, dated as of September 15, 2009.

23. Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of October 15, 2009.

24. ISDA Master Agreement, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.

25. ISDA Credit Support Annex, between EDF Trading North America, LLC, Bluegrass Generation Company, L.L.C. and Port River, LLC, dated as of October 15, 2009.

26. First Amendment to Energy Management Agreement, between EDF Trading North America, LLC, Port River, LLC and Bluegrass Generation Company, L.L.C., dated as of January 21, 2010.

Schedule 4.07

Permitted Encumbrances

None.

Schedule 4.08

Condition of Assets

Note: The content of the reports and documents referenced herein are incorporated by reference.

Item	Document / Condition	Category	Dataroom Folder
1	CT-2 Row 9 Compressor Blade Tip	—	—
2	CT-3 Cracked Row 4 Diaphragm	—	—
3	CT-3 Compressor FOD	—	—
4	Bluegrass Capital Expenditure Plan	Financials	1.1
5	BG Monthly Operations Report 2009-11	Monthly Operating Reports	4.2.1
6	BG Monthly Operations Report 2009-12	Monthly Operating Reports	4.2.1
7	BG Monthly Operations Report 2010-01	Monthly Operating Reports	4.2.2
8	BG Monthly Operations Report 2010-02	Monthly Operating Reports	4.2.2
9	BG Monthly Operations Report 2010-03	Monthly Operating Reports	4.2.2
10	BG Monthly Operations Report 2010-04	Monthly Operating Reports	4.2.2
11	BG Monthly Operations Report 2010-05	Monthly Operating Reports	4.2.2
12	BG Monthly Operations Report 2010-06	Monthly Operating Reports	4.2.2
13	BG Monthly Operations Report 2010-07	Monthly Operating Reports	4.2.2
14	BG Monthly Operations Report 2010-08	Monthly Operating Reports	4.2.2
15	BG Monthly Operations Report 2010-09	Monthly Operating Reports	4.2.2
16	BG Monthly Operations Report 2010-10	Monthly Operating Reports	4.2.2
17	BG Monthly Operations Report 2010-11	Monthly Operating Reports	4.2.2
18	BG Monthly Operations Report 2010-12	Monthly Operating Reports	4.2.2
19	BG Monthly Operations Report 2011-01	Monthly Operating Reports	4.2.3
20	BG Monthly Operations Report 2011-02	Monthly Operating Reports	4.2.3
21	BG Monthly Operations Report 2011-03	Monthly Operating Reports	4.2.3
22	BG Monthly Operations Report 2011-04	Monthly Operating Reports	4.2.3
23	BG Monthly Operations Report 2011-05	Monthly Operating Reports	4.2.3
24	BG Monthly Operations Report 2011-06	Monthly Operating Reports	4.2.3
25	BG Monthly Operations Report 2011-07	Monthly Operating Reports	4.2.3
26	2007 Unit 1 Bulletin 6 Inspection	Inspection Reports	4.3.1
27	2009 Unit 1 Bulletin 6 Inspection	Inspection Reports	4.3.1
28	2010 Unit 1 Borescope Inspection from Spring CI	Inspection Reports	4.3.1
29	2010 Unit 1 Row 2 Turbine Blade NDE Inspection	Inspection Reports	4.3.1
30	2011 Unit 1 Borescope Inspection	Inspection Reports	4.3.1
31	GT - Air intake and exhaust photos (August 2011) (Unit 1)	Inspection Reports	4.3.1.5
32	Unit 1 Inlet Filter Test Report	Inspection Reports	4.3.1.5
33	2005 Unit 2 NDE Inspection	Inspection Reports	4.3.2
34	2007 Unit 2 Bulletin 6 Inspection	Inspection Reports	4.3.2
35	2009 Unit 2 Bulletin 6 Inspection	Inspection Reports	4.3.2
36	2010 Unit 2 Row 2 Turbine Blade NDE Inspection	Inspection Reports	4.3.2
37	2011 Unit 2 Borescope Inspection	Inspection Reports	4.3.2

38	GT - Air intake and exhaust photos (August 2011) (Unit 2)	Inspection Reports	4.3.2.6
39	2005 Unit 3 NDE Inspection	Inspection Reports	4.3.3
40	2007 Unit 3 Bulletin 6 Inspection	Inspection Reports	4.3.3
41	2007 Unit 3 UT Thickness Measurement of Compressor Case	Inspection Reports	4.3.3
42	2009 Unit 3 Bulletin 6 Inspection	Inspection Reports	4.3.3
43	2010 Unit 3 Row 2 Turbine Blade NDE Inspection with Bulletin 6 Inspection	Inspection Reports	4.3.3
44	2011 Unit 3 Borescope Inspection	Inspection Reports	4.3.3
45	GT - Air intake and exhaust photos (August 2011) (Unit 3)	Inspection Reports	4.3.3.7
46	PRC-005 Supporting Documentation - Relay testing	Relay Calibration	4.6.2
47	Oil test report	Trans. Oil Analysis & Maint.	4.6.4
48	SD Myers Test Result of GSU's 2010	Trans. Oil Analysis & Maint.	4.6.4
49	SD Myers Test Results for GSUs 2011	Trans. Oil Analysis & Maint.	4.6.4
50	Bluegrass -- 7 2KV Test 0 Fire Pump Motor Starter	MV & LV Breaker Testing	4.6.6
51	Bluegrass -- 7 2KV Test 1 APE Bldg. Unit 3	MV & LV Breaker Testing	4.6.6
52	Bluegrass -- 7 2KV Test 2 Main Tie Breaker CB52-BT	MV & LV Breaker Testing	4.6.6
53	Bluegrass -- 7 2KV Test 3 Main Incoming Breaker CB52-AT2	MV & LV Breaker Testing	4.6.6
54	Bluegrass -- 7 2KV Test 4 4160V Switchgear 2 Equipped Space	MV & LV Breaker Testing	4.6.6
55	Bluegrass -- 7 2KV Test 5 4160V Switchgear 2 CBBA10GS002	MV & LV Breaker Testing	4.6.6
56	Bluegrass -- 7 2KV Test 6 SUS Transformer No. 1 Feeder	MV & LV Breaker Testing	4.6.6
57	Bluegrass -- 7 2KV Test 7 Equipped Space	MV & LV Breaker Testing	4.6.6
58	Bluegrass Digitrips	MV & LV Breaker Testing	4.6.6
59	MV Motor Testing	MV & LV Motor Testing	4.6.7
60	Ohmmeter Readings 102007	Generator Breaker testing	4.6.8
61	Bluegrass 1 10696 102007	Generator Breaker testing	4.6.8
62	Bluegrass 2 10697 102007	Generator Breaker testing	4.6.8
63	Bluegrass 3 10698 102007	Generator Breaker testing	4.6.8
64	ABB Generator Circuit Breaker Repairs	Generator Breaker testing	4.6.8
65	Bluegrass - GSU Doble Readings (Aug. 3, 2011)	GSU Doble Readings	4.6.12
66	Natural Gas Sampling	Natural Gas Sampling	4.8
67	Bluegrass - R2 Blades Pedigree & Inspection Info (Sept. 2, 2011)	Bulletins Summary	4.16

Schedule 4.09(a)

Real Property

TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a ½" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a ½" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a ½" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a ½" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A, Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch Iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or less.

TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

TRACT "D"

Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace

and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found ½ inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, the chord being N 45°29'20" E, 38.23 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found ½ inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found ½ inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey; thence, South 61°54'33" West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

Schedule 4.09(a)(i)

Encumbrances to Real Estate

1. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

2. All matters and encumbrances disclosed on Schedule YY.

3. All matters and encumbrances disclosed on Schedule XX.

Schedule 4.09(a)(ii)

Leases and Other Exceptions to Title

1. Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Industrial Building Revenue Bonds), dated November 1, 2000.

2. First Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2001A Bonds), dated December 27, 2001.

3. Second Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. (Series 2002A Bonds), dated December 27, 2002.

4. Third Amendment to Lease Agreement by and between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C., dated January 19, 2006.

5. Switchyard Sub-Lease Agreement by and between Bluegrass Generation Company, L.L.C., and Louisville Gas and Electric and Kentucky Utilities Company, dated January 1, 2002.

Schedule 4.09(a)(iii)

Unrecorded Real Estate Options, Rights of Offer or Rights of Refusal

None.

Schedule 4.10(a)

Intellectual Property Assets

1. Teleperm XP (AS 620) – T-2000 / Version 7.0.26 and all firmware installed on the Purchased Assets.

Schedule 4.10(b)

Leased or Encumbered Intellectual Property

1. Red Tag Pro
2. Microsoft OfficeProPlus 2007 SNGL OLP NL
3. Microsoft VisioPro 2007 SNGL OLP NL
4. Microsoft ProjectPro 2007 SNGL OLP NL w1PrjctSvrCAL
5. Microsoft WinSvrCAL 2008 SNGL OLP NL UsrCAL
6. Symantec SYMC Backup/ Protection
7. Cisco Systems ASA 5500 CSC-SSM-10 50-User
8. Enigma HP Management Tools
9. OSISoft Reliance Program (PI System)
10. Navigant GADS
11. Maximo
12. Versify

Schedule 4.11

Inventory

Note: Inventory has not been audited or verified. The description of Inventory set forth in Appendix 4.11 is Seller's reasonable estimate of Inventory.

1. See Appendix 4.11.

Schedule 4.13(b)

Insurance: Pending Material Claims

None.

Schedule 4.14(a)

Legal Proceedings

None.

Schedule 4.14(b)

Government Orders / Judgments / Penalties Outstanding

Schedule 4.15(b) is hereby incorporated by reference.

Schedule 4.15(a)

Compliance with Laws

None.

Schedule 4.15(b)

Permits

1. AED/First Aid certification, expiring on December 10, 2011, and fork lift ~~certifications~~certification, expiring August 24, 2014. Certifications valid for three (3) years.

2. Certificates of Operation, State Nos. KY055143-KY055149, KY055150, KY055151, KY055153, KY055154, KY072505-KY072507, KY072509-KY072521, KY072523-KY072532, KY053543, KY053545, KY071882-KY071884, issued by Kentucky Environmental and Public Protection Cabinet, Office of Housing, Buildings and Construction, to Bluegrass Generation, dated (date inspected) April 18, 2011; expires April 18, 2012 and December 31, 2999.

3. FCC radio license for station WQEP319 is held in the name of Bluegrass Generation Company, L.L.C; FRN: 0019071422, Expiration Date: March 16, 2016.

4. Schedule 4.16(b)(i) is hereby incorporated by reference.

Schedule 4.16(a)(i)

Compliance with Environmental Laws

None.

Schedule 4.16(a)(ii)

Environmental Notices, Claims or Requests

1. On January 26, 2011 a Notice of Deficiency (NOD) for an application to renew a Title V Permit was received by the facility. The NOD requested hazardous air pollutant (HAPS) emissions rates for the combustion turbines, fire water pump and emergency generator. A response was sent to Ben Markin on February 18, 2011.

2. On February 21, 2011 a Second Notice of Deficiency (NOD) was received by the facility requesting additional HAPS emissions. A response was sent to Ben Markin on March 8, 2011. Further communications were with Esmail Hassanpour. On April 8, 2011 all KYDAQ requests for information pursuant to the Title V application were answered to the satisfaction of the KYDAQ and the application was deemed complete.

3. On September 13, 2011 a Technical notice of deficiency was received by the facility stating that the Form SDAA submitted was considered inadequate for undisclosed reasons. The permit engineer was contacted and a plant visit was scheduled for September 21, 2011.

Schedule 4.16(b)(i)

Environmental Permits

1. Application for KPDES Permit, submitted by Bluegrass Generation Company, L.L.C., as of March 2011. Letter updating status of Application for KPDES Permit, as of April 22, 2011. Awaiting further information / KPDES Permit pending as of August 12, 2011.

2. Air Quality Permit, No. V-05-080, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The Air Quality Permit is presently in draft and at EPA for its 45 day review~~ and either (i) will be issued in final form without material changes prior to the Closing or (ii) the draft permit without material changes will still be pending at Closing and Seller will have no Knowledge at the Closing of any issues that would reasonably raise concerns whether it will subsequently be issued in final form without material changes~~.

3. Phase II Acid Rain Permit (Section J of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The Phase II Acid Rain Permit is presently in draft and at EPA for its 45 day review~~ and either (i) will be issued in final form without material changes prior to the Closing or (ii) the draft permit without material changes will still be pending at Closing and Seller will have no Knowledge at the Closing of any issues that would reasonably raise concerns whether it will subsequently be issued in final form without material changes.~~ .

4. CAIR Permit (Section K of Air Quality Permit No. V-05-080), issued by Kentucky Department of Environmental Protection to Bluegrass Generation Company, L.L.C., dated (issued) July 11, 2006; expires July 11, 2011. Application for renewal was received by the Commonwealth of Kentucky Division for Air Quality January 10, 2011 and deemed complete April 8, 2011. The CAIR Permit is presently in draft and at EPA for its 45 day review~~ and either (i) will be issued in final form without material changes prior to the Closing or (ii) the draft permit without material changes will still be pending at Closing and Seller will have no Knowledge at the Closing of any issues that would reasonably raise concerns whether it will subsequently be issued in final form without material changes.~~ .

5. 40 CFR Part 75 certification of NOx and O2 CEMS approved in accordance with 40 CFR 75.20(a)(4) by Kentucky Department of Environmental Protection for Bluegrass Generation Co., LLC, certification submitted July 22, 2002 for CT1 and CT3, and submitted July 1, 2002 for CT2.

6. Hazardous Waste Generator ID #KYR000032409, issued by Kentucky Department of Environmental Protection to Bluegrass Generation Co., LLC, dated May 10, 2002.

Schedule 4.16(b)(ii)

Non-Compliance with Environmental Permits

1. In 2009 the Oldham County Sewer District (OCSD) approached the facility about applying for a KPDES permit for discharge of wastewater. The OCSD stated that the WWTP was having difficulties handling the plant's waste water during periods of high rainfall. As found on Schedule 4.16(b)(i) an application for a KPDES permit was submitted March 2011.

Schedule 4.16(e)

Storage Tanks

1. 450,000 gallon Service Water AST
2. 300,000 gallon Demineralized Water AST
3. 300 gallon Emergency Generator AST
4. 300 gallon Emergency Fire Pump Fuel AST
5. 3,000 gallon Oil/Water Separator UST
6. 30,000 gallon Ammonia AST x 2

Schedule 4.16(f)

Hazardous Materials

1. **Safety-Kleen Systems, Inc.**

   261 Eiler Ave.

   Louisville KY 40214

2. **Safety-Kleen Systems, Inc.**

   3700 Lagrange Rd.

   Smithfield, KY 40068

3. **Safety-Kleen Systems, Inc.**

   1722 Cooper Creek Rd.

   Denton, TX 76208

Schedule 4.16(i)

Environmental Attributes

Note: Seller shall have the right to use Environmental Attributes in the ordinary course of operations; furthermore, Seller shall retain the right to use Environmental Attributes as required or necessary to cover emissions related to pre-Closing operations of the Business.

1. **CAIR NOx Annual Allowances**

Year:	Allowances:
2011 and prior -	22
2012 -	20
2013 -	20
2014 -	20

2. **CAIR NOx Ozone Allowances**

Year:	Allowances:
2011 and prior -	59
2012 -	18
2013 -	18
2014 -	18

3. **SO2 Acid Rain / CAIR SO2 Allowances**

Year:	Allowances:
2011 and prior -	3

Schedule 4.19

Taxes

None.

Schedule 4.21

Brokers

None.

Schedule 5.03(b)

Consents under Law or Governmental Order

1. Approval under FPA 203 and any other required approvals required from FERC.

2. Approval by KPSC of applicable CCN filing pursuant to Kentucky Revised Statutes Chapter 278 generally and, more specifically, KRS 278.020.

3. Approval of the transaction by the VSCC - Virginia State Corporation Commission approval of the affiliated transaction that results from the Buyer joint purchase/ownership of the Purchased Assets under Virginia Code Title 56 generally and, more specifically, Chapter 4 of Title 56.

4. Approvals to transfer and/or grant replacements of all items listed in Sections 4.15(b), 4.16(b)(i) and 4.16(i) of the Disclosure Schedules.

Schedule 5.03(c)

Consents under Material Contracts

None.

Schedule 5.07

Compliance with Laws and Orders

None.

Schedule 6.20

Certain Covenants of Buyer

1. Buyer will comply with all applicable current and future Laws.

2. Buyer will cooperate with the County on the continued implementation of the existing landscaping plan that retains existing mature trees wherever possible, and provides for the planting of additional trees in an attempt to create a buffer to soften the Facility's appearance to surrounding properties and provide for an attractive setting within the Business Park.

3. Bluegrass will provide for the detention and acceptable discharge rate of stormwater generated from all impervious surfaces including but not limited to buildings, parking lots, driveways, and equipment/machinery pads in the same manner as currently conducted. Stormwater detention shall be operated to maintain the current stormwater runoff discharge rate.

4. Buyer shall operate the Facility so as not to generate noise that exceeds 68 db(A), 400 feet from the fenced perimeter of the plant footprint.

5. Simple cycle operation, shall be allowed to discharge all wastewater (including sanitation, washdown wastewater and evaporative cooler discharge water) to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Any combined cycle operation, shall discharge only sanitary wastewater and washdown wastewater to the Buckner sewage treatment plant as permitted and agreed to by the Oldham County Sanitation District. Water generated from the condensing or cooling towers shall not be discharged to the Buckner sewage treatment plant unless it is otherwise permitted and agreed to by the Oldham County Sanitation District.

6. Buyer will encourage its management and employees located at, or dedicated primarily to the Plant to participate in Oldham County community events.

7. Buyer will use good operating practices in the maintenance of the facility and site.

8. Buyer acknowledges and agrees that the construction of the natural gas fired power plant was locally approved and supported. Operation of the Facility on any alternate fuel or the conversion of the Facility to a fuel other than natural gas is not approved by the County.

9. Buyer shall operate, maintain and as appropriate, engineer and/or install all exterior lighting so as not to create a spillover lighting nuisance for adjoining properties.

10. Buyer shall not install any lighting on the turbine exhaust stacks unless required by state or federal regulatory agencies for public or worker safety purposes.

11. Buyer shall maintain the neutral paint color applied to the turbine exhaust stacks as previously agreed upon by the County and the Plant. The County's mutual agreement of the neutral paint color shall be administered by staff in the Oldham County Planning and Zoning Commission Office.

12. Buyer shall utilize the planned Business Park roadway as its primary point of vehicular access. Highway 146 may be utilized as the primary point of vehicular access only until completion of the planned Business Park Roadway.

Schedule 7.01(a)

Filings with Governmental Authorities

1. Notification filed with the Federal Trade Commission and the United States Department of Justice under the HSR Act and the rules and regulations promulgated thereunder with respect to the transactions contemplated by the Agreement, response to any requests for additional information made by either of such agencies, and termination or expiration of the waiting periods under the HSR Act.

Schedule XX

~~Title Insurance Policy~~

COMMITMENT
Issued by
CHICAGO TITLE INSURANCE COMPANY

Schedule A

RE BLUEGRASS GENERATION COMPANY, L.L.C. ———County: Oldham
:

COMMITMENT [————————]C1101571LKY (revised 9-15-11)

1. **Effective Date:** [————————]August 19, 2011, at 8:00 am

2. **Policy or Policies to be issued:**

ALTA Owner's Policy - 6/17/06

Proposed Insured: TO BE DETERMINED

Amount: ~~TO BE DETERMINED~~ TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment is:**
FEE SIMPLE

4. **Title to the estate or interest in the land is at the effective date hereof vested in:**
Fee Simple: County of Oldham, Kentucky

Leasehold: Bluegrass Generation Company, L.L.C.

5. **The land referred to in this Commitment is described as follows:**

SEE ~~BELOW~~ATTACHED LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT "A"

Being a tract of land located in Oldham County Kentucky, being the same property conveyed to County of Oldham, Kentucky by Deed as recorded in Deed Book 663, Page 015. All Deed Books, Plot Books and Will Books referenced herein are recorded in the office of the Oldham County Court Clerk. Unless otherwise stated herein, any monument referred to as an "I. R. with cap" is a ½" diameter steel number 4 bar, 18" long with yellow plastic cap stamped "Prop. Cor. LS 1771". All bearings herein are referenced from the state plane coordinate system. Said Tract "A" being located at 3095 Commerce Parkway, LaGrange, Kentucky 40031 and being more particularly described as follows:

Beginning at an I. R. with cap set in the South line of the CSX railroad property, being 33.00 feet from the center of the main track, being a common corner with the Northeast corner of Tract #3 as conveyed to the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133; thence, leaving said County of Oldham, Kentucky and following said South line of the CSX railroad North 45°09'19" East, 282.24 feet to an I. R. with cap found; thence, North 31°51'08" West, 10.26 feet to a ½" diameter iron pipe found, being 23 feet South of the main track; thence, North 44°58'07" East, 972.39 feet to an I. R. with cap found, being 24.6 feet South of the main track; thence North 59°23'00" East, 82.46 feet to an I. R. with cap found, being 45.0 feet South of the main track; thence, North 44°47'30" East, 161.84 feet to on I. R with cap found, being 45.0 feet South of the main track; thence, North 21°02'56" West passing a ½" diameter iron rod at 3.1 feet, 21.92 feet in all to an I. R. with cap found, being 25.0 feet from the main track; thence, North 44°56'46" East, 700.62 feet to an I. R. with cap found, being in the east line of the Louisville Gas & Electric Company easement and being a common corner with James C Carpenter & Frank Otte as recorded in Deed Book 321, Page 203 and Deed Book 321, Page 255; thence, leaving said CSX Railroad and following the east edge of sold easement and said James C. Carpenter & Frank Otte South 06°35'56" West, 2929.38 feet to on I. R. with cap found, being in the north line of Business Parkway; thence, leaving the east line of said easement and said James C. Carpenter & Frank Otte and following the North line of said Business Parkway South 55°52'28" West, 329.88 feet to an I. R. with cap found being a common corner with said James C. Carpenter & Frank Otte; thence, leaving said Business Parkway and following said James C. Carpenter & Frank Otte North 30°44'03" West, 509.10 feet to on I. R. with cap found, said point being a common corner with said county of Oldham, Kentucky Tract #3; thence, leaving said James C. Carpenter & Frank Otte and following said County of Oldham, Kentucky North 49°44'29" West, 158.99 feet to a railroad spike in a fence post found; thence, North 35°36'26" West, 376.37 feet to a ½" diameter iron rod found; thence, North 31°26'04" West, 278.85 feet to a railroad spike found in a walnut tree at the corner of a fence; thence, North 37°08'04" East, 121.41 feet to a ½" diameter iron rod set; thence, North 38°11'22" West 439.08 feet to the POINT

OF BEGINNING.

Said property being located in Oldham County, Kentucky containing 53.33 acres, more or less.

TOGETHER WITH temporary construction easement rights and rights of ingress and egress as set forth in Construction Easement recorded in Deed Book 633, page 184, said records, over and across the property more specifically described therein.

_TRACT "A" being the same property conveyed to County of Oldham, Kentucky by Deed dated November 1, 2000, recorded in Deed Book 663, Page 015.

TOGETHER WITH non-exclusive rights of access as described in Temporary Construction Access Agreement between County of Oldham, Kentucky and Bluegrass Generation Company, L.L.C. recorded in Deed Book 666, page 516, said records, over and across a portion of a proposed Business Parkway designated as the "393 Corridor" described therein.

TRACT "B"

Being the tract of land as recorded as Tract #1 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #1 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a common corner with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with Wallace C. and Pamela A. Wilson and following the common line of the CSX Railroad on a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E, 491.34 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 700, Page 133, Tract #3 (6.05 Acres); thence, leaving the common line of the CSX Railroad and following said Tract #3, S 19°33'28" E, 638.26 feet to a found ½ inch diameter iron rod, being a common corner with Wallace C. and Pamela A. Wilson; thence, leaving said Tract #3 and following the common line of Wallace C. and Pamela A, Wilson as follows: N 80°19'25" W, 508.51 feet to a found ½ inch by 18 inch Iron rod with #1771 survey cap set at a wood fence post; thence N 25°34'03" W, 246.59 feet, to the POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 4.50 acres, more or

less.

TRACT "C"

Being the tract of land as recorded as Tract #2 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract 2 Being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312, and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky, thence, leaving the corner of Wallace C. and Pamela A. Wilson and Tract #1 and crossing the CSX Railroad N 25°34'03" W, 66.15 feet to a found mag. nail being the TRUE POINT OF BEGINNING and being the north line of the CSX Railroad as described in Deed Book 37, Page 333 and being a point in a private road as shown at station 59 + 57 on the Right-of-Way and Track Map, Louisville and Nashville R.R. Co. Cincinnati Division, said point being in the south line of the remaining lands located between the CSX Railroad and the right-of-way of Kentucky Highway 146; thence, leaving the common line of the CSX Railroad and following the private road N 25°34'03" W, 20.05 feet, to a found mag. nail in the private road, being in the south right-of-way line of Kentucky Highway 146 as described in Deed Book 50, Page 91; thence, leaving the private road and following the south right-of-way line of Kentucky Highway 146 on a curve to the left with a radius of 1856.86 feet, the chord being N 55°48'18" E, 297.68 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, leaving the south right-of-way of Kentucky Highway 146 and following the remaining lands between the north line of the CSX Railroad and the south right-of-way line of Kentucky 146, S 38°47'33" E, 20.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being in the north line of the CSX Railroad; thence, leaving the remaining lands between the CSX Railroad and the right-of-way of Kentucky Highway 146 and following the north line of the CSX Railroad on a curve to the right with a radius of 1876.86 feet, the chord being S 55°49'36" W, 302.29 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 0.14 acres, more or less.

TRACT "D"

Being the tract of land as recorded as Tract #3 in Deed Book 700, Page 133 in the office of the Oldham County Court Clerk as conveyed to the County of Oldham, Kentucky. Said Tract #3 being located at 3210 West Highway 146, LaGrange, Kentucky and being more particularly described as follows:

BEGINNING at a found ½ inch by 18 inch iron rod with #1771 survey cap in the south line of the CSX Railroad (originally Louisville and Nashville Railroad) and being a corner of Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 321 and a corner with Tract #1 as conveyed to said County of Oldham, Kentucky thence, leaving said Wallace and Pamela A. Wilson and following said Tract #1 and the CSX Railroad with a curve to the left with a radius of 1942.86 feet, the chord being N 53°19'01" E,491.34 feet to a found ½ inch by 18 inch iron rod with #1777 survey cop being the TRUE POINT OF BEGINNING thence, leaving said Tract #1 and following the common line of the CSX Railroad as follows: with a curve to the left with a radius of 1942.86 feet, the chord being N 45°29'20" E, 38.23 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, N 44°55'31" E, 41.56 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with the County of Oldham, Kentucky as recorded in Deed Book 663, Page 015; thence, leaving the common line of the CSX Railroad and following the common line of said County of Oldham, Kentucky as follows: S 38°11'22" E, 439.08 feet, to a set ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 37°08'04" W, 121.41 feet, to a found railroad spike in a 30 inch walnut tree in a fence line; thence, S 31°26'04" E, 278.85 feet, to a found ½ inch iron rod; thence, S 35°36'26" E, 376.37 feet to a found railroad spike in a wood fence post; thence, S 49°44'29" E, 158.99 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap, being a common corner with James C. Carpenter and Frank Otte as described in Deed Book 321, Page 203; thence, leaving the common corner of said County of Oldham, Kentucky and following the common line of James C. Carpenter and Frank Otte as follows: S 14°14'50" W, 135.74 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap; thence, S 38°46'50' W, 104.16 feet, to a found railroad spike in a wood fence post: thence, N 72°34'58" W, 232.00 feet, to a found ½ inch by 18 inch iron rod with #1771 survey cap in a fence line, being in a common line with Wallace C. and Pamela A. Wilson as recorded in Deed Book 353, Page 287 and Deed Book 571, Page 312; thence, leaving the common corner with James C. Carpenter and Frank Otte and following the common line with Wallace C. and Pamela A. Wilson N 19°49'26" W, 610.38 feet, to a found ½ inch Iron rod at a fence intersection being a common corner with said Tract #1 of said County of Oldham, Kentucky, thence, leaving the common corner with said County of Oldham, Kentucky and following the common line of said Tract #1 N 19°33'28" W, 638.28 feet, to the TRUE POINT OF BEGINNING.

SAID PROPERTY being located in Oldham County, Kentucky, containing 6.05 acres, more or less.

TRACT "E"

TOGETHER WITH the right, along with others, to use the existing passway over the right of way of the L & N Railroad for ingress and egress to and from the above described Tracts 1 and 3 and Kentucky Highway 146, as described in Right of Passway recorded in Deed Book 77, page 450, said records.

TRACTS "B", "C", "D", and "E" being the same property conveyed to County of Oldham, Kentucky by Deed dated December 27, 2001, recorded in Deed Book 700, Page 133, said records.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A certain tract of land located in Oldham County, Kentucky, on the south side of Ky. Hwy. 146, southwest of Town of LaGrange and further described as:

Beginning at an existing iron pin, in the south Right-of Way line of the CSX Railroad, being the northeast corner of Parts Unlimited Inc., (DB 818, Pg. 28); thence, with said Right-of-Way line, with a curve turning to the left, with a radius of 1942.86 feet, with a chord bearing of North 56°28'22" East, with a chord length of 275.00 feet, to an iron pin and cap, set this survey, in a New Division Line of the County of Oldham, Kentucky (DB 700 Pg. 133 Tract 1); thence, with New Division Lines, the following (2) two calls: South 25°54'08" East 320.00 feet, to an iron pin and cap, set this survey; thence, South 61°54'33" West 210.10 feet, to an iron pin and cap, set this survey, in the line of Parts Unlimited Inc.; thence, with Parts Unlimited Inc., the following (2) two calls: North 80°18'38" West 80.00 feet, to an existing iron; thence, North 25°20'08" West 245.08 feet, to a point of beginning, containing 1.874 Acres per survey performed by Neal W. Roberts, PLS #3 159, on September 12, 2005.

Being the property conveyed to Oldham County Water District by Deed dated February 9, 2006, recorded in Deed Book 859, page 91, said records.

SCHEDULE B -- SECTION 1

REQUIREMENTS:

1. Instruments creating the estate or interest to be insured must be executed and filed for record, to-wit:

   ~~(a)~~ (a) Special Warranty Deed from COUNTY OF OLDHAM, to BLUEGRASS GENERATION COMPANY, L.L.C., conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

   ~~(b)~~ (b) Special Warranty Deed from BLUEGRASS GENERATION COMPANY, L.L.C. to purchaser to be determined conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.

3. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

5. We must be furnished with satisfactory evidenced of the authorization for the County of Oldham to complete the proposed transaction.

6. We must be furnished with corporate resolutions from Bluegrass Generation Company, L.L.C. authorizing the proposed transaction and Certificate of Good Standing.

7. Satisfaction of indebtedness and termination of record of Lease Agreement by and between County of Oldham, Kentucky, as Issuer, to Bluegrass Generation Company, L.L.C., as Lessee, regarding issuance of Industrial Revenue Bonds, Series 2000A, 2000B, 2001A and 2001B, in the amount of $200,000,000 by Master Trust Indenture between Issuer and Bank One Trust Company, National Association, recorded in Deed Book 663, page 23; as amended by First Amendment to Lease Agreement dated December 27, 2001, in connection with $157,498,252 Industrial Revenue Bonds, Series 2001A, recorded in Deed Book 700, page 139; and further amended by Second Amendment to Lease Agreement dated December 27, 2002, in connection

with $33,719,511 Industrial Revenue Bonds, Series 2002A, recorded in Deed Book 739, page 44, and Third Amendment to Lease Agreement dated January 19, 2006, recorded in Deed Book 857, page 613, said records.

NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the proposed insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and / or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

SCHEDULE B -- Section 2

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

~~1. Terms and conditions of unrecorded real estate contract surviving closing as referred to in deed recorded in Deed Book 633, page 179, said records.~~

1. Intentionally deleted.

2. Rights of others and terms and conditions of right of passway described in Deed Book 77, page 450, said records, and shown on the Survey.

3. Rights of way or easements to Louisville Gas and Electric Company recorded in Deed Book 57, pages 461 and 469; Deed Book 58, page 86; Deed Book 87, pages 266 and 528; Deed Book 90, page 34; Deed Book 140, page 456; Deed Book 345, page 448; and Deed Book 662, page 117, said records. The Survey shows 150-foot easement, 70-foot easements, 25-foot and 30-foot easements located on the property with numerous electric lines, poles and towers.

4. Rights of way for pipeline easement to Texas Gas Transmission Corporation recorded in Deed Book 70, pages 330 and 332 and Agreements recorded in Deed Book 88, pages 294 and 346, said records. The Survey shows gas easement of unspecified width with gas pipelines crossing the land.

5. Agreement for Dedication of Public Right of way between James C. Carpenter and Frank G. Otte and Oldham County Fiscal Court recorded in Deed Book 612, page 103, said records. The survey shows 15-foot wide utility easements and 10-foot wide construction easements adjacent to 100-foot right of way crossing the land.

6. Terms and conditions of Construction Easement from James C. Carpenter, et al. to

Bluegrass Generation Company, L.L.C. recorded in Deed Book 633, page 184, said records.

7. Certificates of Land Use Restriction recorded in Permit Book 3, pages 425, 426, 427, 433 and 434 and Permit Book 4, page 1, said records.

8. Rights of others and terms and conditions of Temporary Construction Access Agreement recorded in Deed Book 666, page 516, said records, as shown on the Survey; right of access insured by this policy is limited to the access provided by said agreement.

9. Rights of way to Louisville Gas and Electric Company recorded in Deed Book 667, page 167 and Deed Book 670, page 311, said records, 25-foot easement with electric lines and poles shown on the Survey.

10. Permanent Access Road Agreement between Bluegrass Generation Company, L.L.C. and Texas Gas Transmission Corporation dated February 27, 2001, recorded in Deed Book 671, page 391, said records.

11. Easement to Texas Gas Transmission Company dated June 28, 2001, recorded in Deed Book 682, page 181, said records, 100-foot right of way with gas pipelines and valves crossing the property as shown on the Survey.

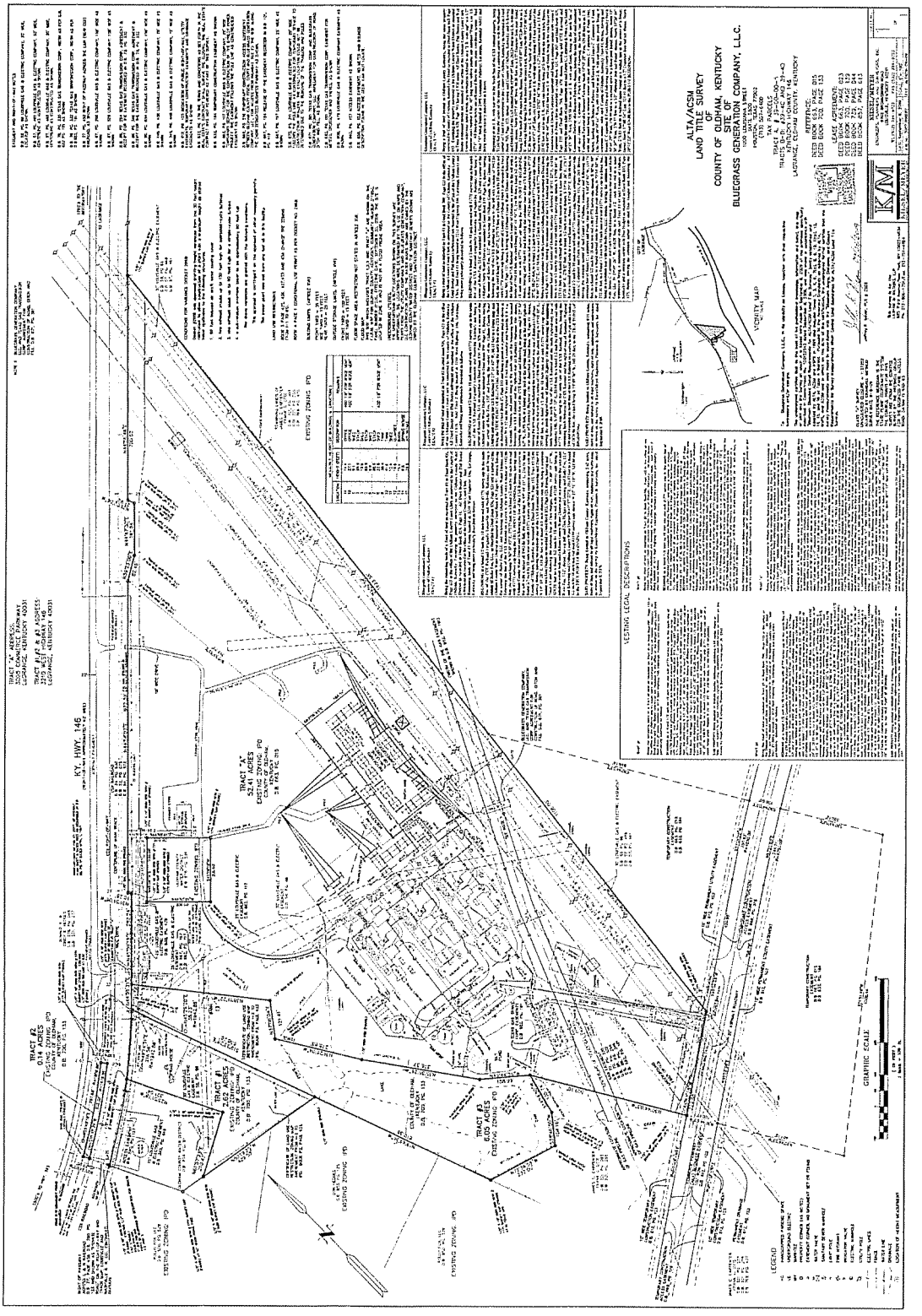
12. Easement to Louisville Gas and Electric Company recorded in Deed Book 808, page 479, said records.

13. Access Easement from Oldham County Water District recorded in Deed Book 859, page 103, as amended by Amendment to Access Easement recorded in Deed Book 860, page 157, said records.

14. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, or easements or claims of easements not shown by the public records that would be disclosed by an accurate and complete land survey of the Land occurring subsequent to March 21, 2003, date of survey of Jeffrey K. Meyer, R.S. ~~("~~("the Survey~~").~~.)

15. State, County, and School taxes for the year 2011, not yet due and payable.
NOTE: The property is not presently taxed by the county. The property may be subject to franchise taxes paid to the State of Kentucky.

Schedule YY
Survey



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