

EXHIBIT A
DEFINITIONS

(See attached)

EXHIBIT B
FORM OF TERMINATION AND RELEASE

(See attached)

EXHIBIT C
FORM OF INVENTORY BILL OF SALE

(See attached)

EXHIBIT D
FORM OF PERSONAL PROPERTY BILL OF SALE

(See attached)

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS

(See attached)

EXHIBIT F-1

FORM OF DEED OF REAL PROPERTY

(Central Lab Building)

(See attached)

EXHIBIT F-2

FORM OF DEED OF REAL PROPERTY

(Hancock County Property)

(See attached)

EXHIBIT G-1

FORM OF ASSIGNMENT OF OWNED INTELLECTUAL PROPERTY
(ASSIGNED)

(See attached)

EXHIBIT G-2

FORM OF LICENSE OF OWNED INTELLECTUAL PROPERTY (LICENSED)

(See attached)

EXHIBIT H
FORM OF ASSIGNMENT AND ASSUMPTION OF PERMITS

(See attached)

EXHIBIT I
FORM OF CONVEYANCE OF ALLOWANCES

(See attached)

EXHIBIT J

RESERVED

EXHIBIT K
FORM OF ALCAN TERMINATION AND RELEASE

(See attached)

EXHIBIT L

FORM OF CENTURY TERMINATION AND RELEASE

(See attached)

EXHIBIT M
SITE DESCRIPTIONS

(See Schedule 5.1.6 to the Participation Agreement)

EXHIBIT N

FORM OF TRANSMISSION AGREEMENT

(See attached)

EXHIBIT O
FORM OF ASSIGNMENT OF UNEMPLOYMENT RESERVE

(See attached)

EXHIBIT P

FORM OF PHYSICAL INVENTORY CONTRACT

(See attached)

EXHIBIT Q
FORM OF CONTRACT COUNTERPARTY CONSENT

(See attached)

EXHIBIT R
FORM OF ASSIGNED CONTRACT INDEMNITY

(See attached)

EXHIBIT S
DEFINITIVE DOCUMENTATION

(See attached)

Schedule 4.1

Inventory

(See attached)

Schedule 4.3

PERSONAL PROPERTY

(See attached)

Schedule 5.1

ASSIGNED CONTRACTS

(See attached)

Schedule 5.1(A)

ASSIGNED CONTRACTS -- TERMINABLE WITH BIG RIVERS' CONSENT

(See attached)

Schedule 6.1

OWNED INTELLECTUAL PROPERTY (ASSIGNED)

(See attached)

Schedule 6.2

OWNED INTELLECTUAL PROPERTY (LICENSED)

(See attached)

Schedule 6.3

INTELLECTUAL PROPERTY LICENSE AGREEMENTS –

NO CONSENT REQUIRED

(See attached)

Schedule 6.4

INTELLECTUAL PROPERTY LICENSE AGREEMENTS –

CONSENT REQUIRED

(See attached)

Schedule 7.1

PERMITS

(See attached)

Schedule 8.2

LEASED GENERATOR SO₂ ALLOWANCES

| <u>Closing Year Month</u> | <u>SO₂ Allowances</u> |
|-------------------------------|----------------------------------|
| January, 2007 | 4,370 |
| February | 3,781 |
| March | 2,526 |
| April | 2,187 |
| May | 5,726 |
| June | 2,595 |
| July | 4,221 |
| August | 4,291 |
| September | 2,674 |
| October | 2,790 |
| November | 2,773 |
| December | 2,858 |

The allowance amounts set forth above do not include SO₂ Allowances allotted to Station Two.

Schedule 8.3

LEASED GENERATOR NO_x ALLOWANCES

| <u>Closing Year Month</u> | <u>NO_x Allowances Based On Agreed Forecasted Emissions</u> |
|-------------------------------|---|
| May, 2007 | 663 |
| June | 722 |
| July | 908 |
| August | 914 |
| September | 783 |

The allowance amounts set forth above do not include NO_x Allowances allotted to Station Two.

Schedule 10.2(cc)

TAX RULINGS

(See attached)

Schedule 10.3(m)

BIG RIVERS' TAX RULINGS

(See attached)

Schedule 11.1(e)

LITIGATION

(See attached)

Schedule 11.1(f)

LIENS

(See attached)

Schedule 11.1(g)

MAJOR CONTRACTS

PART A

(See attached)

PART B

(See attached)

Schedule 11.1(h)

EQUIPMENT LEASES

(See attached)

Schedule 11.1(i)

ZONING AND CONDEMNATION

(See attached)

Schedule 11.1(k)

Section (i) of Schedule 11.1(k)

ENVIRONMENTAL MATTERS

The items/matters identified and disclosed below include Environmental Releases, conditions, facts, events, circumstances, actions, omissions, Proceedings, operations, violations and failures to comply, including all other matters relating thereto, arising therefrom, or referred to therein, that may lead to actual or potential assessments of civil penalties, liabilities, damages and/or actual or potential imposition of remedial measures, capital improvements, operational changes, and additional permit requirements. No representation or warranty is made as to whether any item/matter identified below is material, constitutes an actual violation of Applicable Law, or would result in any such liabilities, etc.

1. Notice of Violation received from Division of Water on November 24, 1998, for failure to collect VOC – three year and annual samples at the Wilson plant.
2. Notice of Violation received from Division of Waste Management on January 4, 1999, for corrosion protection requirements at the Sebree Complex.
3. Notice of Violation received from Division of Waste Management on January 4, 1999, for corrosion protection requirements at the Wilson plant.
4. Notice of Violation received from Division of Water on February 26, 1999, for failure to collect turbidity and chlorine samples at the Wilson plant.
5. Notice of Violation received from Division of Water on March 19, 1999, for failure to monitor metals from 1996 – 1998 at the Wilson plant.
6. Notice of Violation received from Division of Water on May 25, 1999, for total suspended solids exceeding limits in sewage plant at the Wilson plant.
7. Notice of Violation received from Division of Water on May 25, 1999, for total suspended solids exceeding limits in runoff pond at the Sebree Complex.

8. Notice of Violation received from Division of Waste Management on November 9, 1999, for improper installation of groundwater monitoring well at the Sebree Complex.
9. Notice of Violation received from Division of Water on February 14, 2000, for failure to include DMR sheet at the Sebree Complex.
10. Notice of Violation received from Division of Water on April 4, 2000, for exceeding turbidity limits at the Wilson plant.
11. Notice of Violation received from Division of Water on April 28, 2000, for bacteriological samples not taken at the Wilson plant.
12. Notice of Violation received from Division of Water on July 28, 2000, for failure to collect nitrate samples at the Wilson plant.
13. Notice of Violation received from Division for Air Quality on September 15, 2000, for a coal pile fire, haze in the area, and inadequate response at the Wilson plant.
14. Notice of Violation received from Division of Water on March 5, 2001, for failure to include DMR sheet at the Sebree Complex.
15. Notice of Violation received from Division of Water on March 23, 2001, for exceeding turbidity limits at the Wilson plant.
16. Notice of Violation received from Division of Water on May 21, 2001, for failure to include DMR sheet at the Sebree Complex.
17. Notice of Violation received from Division of Waste Management on July 31, 2001, for ash taken to be used in beneficial reuse area – unpermitted at the Coleman plant.
18. Notice of Violation received from Division for Air Quality on December 15, 2001, for a coal pile fire at the Wilson plant.
19. Notice of Violation received from Division of Water on March 1, 2002, for PetCoke spill along conveyor at the Wilson plant.
20. Notice of Violation received from Division of Water on March 22, 2002, for PetCoke spill into Greene River from barge unloader at the Wilson plant.
21. Notice of Violation received from Division of Water on August 15, 2002, for failure to collect quarterly monitoring for VOC at the Wilson plant.

22. Notice of Violation received from Division of Water on October 1, 2002, for failure to submit complete and accurate operating report at the Wilson plant.
23. Notice of Violation received from Division of Water on February 26, 2004, for sinking of tugboat on Green River – oil sheen at the Wilson plant.
24. Notice of Violation received from Division of Waste Management on April 8, 2004, for failure to provide groundwater assessment at the Wilson plant.
25. Notice of Violation received from Division of Water on April 27, 2004, for failure to submit analytical results for TOC – January and February 2004 at the Wilson plant.
26. Notice of Violation received from Division of Waste Management on May 10, 2004, for failure to provide groundwater assessment at the Sebree Complex.
27. Notice of Violation received from Division of Water on May 20, 2004, for KPDES discharge failing biotoxicity test at the Wilson plant.
28. Notice of Violation received from Division of Water on July 21, 2004, for failure to submit analytical results for TOC – March and April 2004 at the Wilson plant.
29. Notice of Violation received from Division for Air Quality on July 29, 2004, for exceedance of 60% opacity more than once per hour at the Coleman plant.
30. Notice of Violation received from Division of Waste Management on August 4, 2004, for underground storage tank corrosion protection testing at the Wilson plant.
31. Notice of Violation received from Division for Air Quality on August 5, 2004, for exceedance of 60% opacity more than once per hour at the Sebree Complex.
32. Notice of Violation received from Radiation Safety Branch on April 25, 2005, for personal monitoring devices required for certain personnel at the Sebree Complex.
33. Notice of Violation received from Radiation Safety Branch on April 25, 2005, for personal monitoring devices required for certain personnel, current RSO not named in all sections of permit, and annual audit form not properly signed at the Wilson plant.
34. Notice of Violation received from Division of Water on January 6, 2006, for TSS excursion of Green Ash Pond – January 2005 and pH excursion of Green Ash Pond - August, September 2005 at the Sebree plant.

35. Notice of Violation received from Division of Water on April 7, 2006, for failure to conduct analysis on STP and TSS excursion on Sewage Treatment Plant at the Coleman plant.
36. Notice of Violation received from Division of Water on May 3, 2006, for failure to meet DO requirement at Sewage Treatment Plant at the Wilson plant.
37. Notice of Violation received from Division of Water on June 14, 2006, for failure to meet TSS requirement at Sewage Treatment Plant at the Coleman plant.
38. Notice of Violation received from Division of Water on October 20, 2006, for five excursions of TSS and pH at the Sebree Complex.
39. Notice of Violation received from Division of Water on November 22, 2006, for three excursions of TSS and pH at the Sebree Complex.
40. Notice of Violation received from Division of Water on November 30, 2006, for failure to meet DO requirement at sewage treatment plant at the Wilson plant.
41. Complaints received from Mr. Jackie Coffman, 4255 State Road 85, Centertown, KY, for periods including 2003 to 2005 regarding visible emissions, particulate matter, and plume impacts from the Wilson Plant.
42. Sulfur trioxide emissions, sulfuric acid mist emissions, blue plume, plume opacity, and plume impacts associated with installation of selective catalytic reduction (SCR) and/or flue gas desulfurization (FGD) controls at the Wilson Plant, Henderson Units 1 and 2, and the Coleman plant.
43. Request from the Division of Waste Management dated April 8, [2005] [**Note: year of the request to be confirmed prior to the Closing**], to conduct a groundwater assessment of statistically significant increases in constituents in the groundwater adjacent to the special waste landfill at the Wilson Plant; a groundwater assessment report was submitted to the Division on September 26, 2005.
44. Request from the Division of Waste Management dated December 12, 2006, to conduct a groundwater assessment of statistically significant increases in constituents in the groundwater adjacent to the special waste landfill at the Green Plant.
45. Groundwater monitoring reports indicating above background concentrations of constituents in the groundwater which are potentially attributable to migration from ash ponds at the Coleman and Wilson plants and Sebree Complex.

46. Quarterly electronic data reports (EDR's) submitted to U.S. EPA and KEPPC for each and every quarter from June 1998 to Closing which contain recorded values from Continuous Opacity Monitoring Systems (COMS) and Continuous Emissions Monitoring Systems (CEMS) at the Wilson, Coleman, Green/Reid, and Henderson plants that are (a) in excess of applicable emission standards including sulfur dioxide and opacity standards, together with any Method 9 visual emissions tests associated with excess opacity monitor readings or the lack of Method 9 visual emissions tests for any such excess opacity monitor readings; or (b) in excess of heat input values contained in the facilities' Title V air permits.
47. The Agreement For Settlement and Release of Claims dated May 25, 2004 relating to conditions at the east stormwater run-off pond at the Wilson Plant.
48. Complaints from persons or governmental officials in the vicinity of the Coleman Plant, including Tell City and Cannelton, Indiana, regarding opacity and particulate matter emissions from the Coleman Plant.
49. April 13, 2004 spill of fuel oil in the site drainage ditch at the Wilson plant.
50. March 15, 2006 spill of oil in the crusher tower at the Wilson plant.
51. March 12, 2004 spill of oil from the transformer adjacent to the main office building at the Wilson plant.
52. March 8, 2004 spill of scrubber material from a broken line associated with the No. 2 scrubber module at the Wilson plant.
53. February 24, 2005 spill of emulsified sulfur from a silo at the Wilson plant.
54. February 10, 2005 spill of gear compound near No. 1 mill lube oil pump at the Wilson plant.
55. August 28, 2004 spill of turbine oil from the No. 2 ID fan lube oil cooling fans at the Wilson plant.
56. December 27, 2006 spill of turbine oil from the auxiliary boiler feed pump at the Wilson plant.
57. December 22, 2004 spill of oil from a boiler feed pump at the Wilson plant.
58. November 11, 2004 spill of hydraulic oil at the plant intake at the Wilson plant.
59. Discharge of water from the new impoundment pond at the Wilson plant during the period of November 2 – 4, 2004 with an iron level above the permit limit.

60. November 2, 2004 incident involving water overflowing the earthen dam associated with site drainage at the Wilson plant
61. October 30, 2004 spill of diesel fuel at portable diesel tank at the Wilson plant.
62. September 29, 2006 spill of 50% ferric sulfate at potable water plant at Wilson plant.
63. August 28, 2004 spill of fuel oil at the fuel oil storage tanks at the Wilson plant.
64. August 27, 2004 spill of cooling tower basin overflow at the Wilson plant.
65. July 22, 2006 spill of oil from an oil line associated with the No. 1 boiler feed pump at the Wilson plant.
66. June 7, 2005 spill of diesel fuel in the bottom ash bin area at the Wilson plant.
67. April 14, 2004 spill of No. 2 fuel oil from a temporary supply hose connection near the tripper tower at the Wilson plant.
68. April 14, 2004 spill of No. 2 fuel oil from a temporary supply hose connection near the bulk fuel oil storage tanks at the Wilson plant.
69. April 16, 2004 spill of No. 2 fuel oil from a temporary supply hose connection near the bulk fuel oil storage tanks at the Wilson plant.
70. May 19, 2002 spill of FGD thickener material, primarily calcium sulfite and calcium, from a pipe run from thickeners to IU West and to the north of outfall at the Sebree Complex.
71. May 16, 2003 spill of turbine oil at the Henderson 2 turbine west end to basement floor at the Sebree Complex.
72. May 11, 2005 spill of hydraulic fluid in the area of the Green coal conveyers at the Sebree Complex.
73. April 29, 2006 spill of non-PCB transformer dielectric fluid at the Henderson 2 main step up transformer at the Sebree Complex.
74. April 14, 2006 spill of Zinkan DT-10 (surfactant) from a coal dust suppression tank at the Reid/Henderson crusher tower at the Sebree Complex.
75. April 11, 2005 spill of turbine lube oil at Green 2 bowser filter at the Sebree Complex.

76. April 7, 2005 spill of diesel fuel from a portable diesel tank on the east side of Green 2 at the Sebree Complex.
77. April 15, 2004 spill of ignition oil at the Henderson 2 wet bottom sump pit at the Sebree Complex.
78. March 30, 2004 spill of turbine lube oil at the Henderson 2 lube oil cooler at the Sebree Complex.
79. March 20, 2004 spill of sulfuric acid at the Henderson cooling tower acid bulk storage tank at the Sebree Complex.
80. March 10, 2006 spill of No. 2 diesel fuel at the Reid/Henderson silo sump pit at the Sebree Complex.
81. March 4, 2005 spill of hydraulic fluid at the combustion turbine hydraulic fluid storage tank at the Sebree Complex.
82. February 23, 2006 spill of filtrate from the FGD process and sulfite/sulfate solids at the west end of the IU building at the Sebree Complex.
83. February 3, 2006 spill of No. 2 fuel oil from the drain tank of the combustion turbine at the Sebree Complex.
84. A fork truck fuel spill on or about January 23, 2004 at the Sebree Complex.
85. January 25, 2006 spill of sulfuric acid at the Reid Henderson water plant bulk sulfuric acid storage tank at the Sebree Complex.
86. January 21, 2004 spill of diesel fuel from fork lift at the southeast corner of the Reid service building at the Sebree Complex.
87. December 31, 2000 spill of turbine oil at the Green 2 main turbine oil tank at the Sebree Complex.
88. December 31, 2000 spill of ignition oil at the Green 1 burner deck at the Sebree Complex.
89. A spill of No. 2 fuel oil on or about December 1, 2003 at the gas turbines of the Sebree Complex.
90. December 29, 2000 spill of Betz CDP 91702 at the Green makeup clarifiers at the Sebree Complex.
91. December 25, 2000 spill of ignition oil at the Green 2 burner deck at the Sebree Complex.

92. December 11, 2000 spill of turbine lube oil at the Green 2 first floor at the Sebree Complex.
93. December 5, 2000 spill of turbine lube oil at the Green 2 turbine oil cooler at the Sebree Complex.
94. October 15, 2003 spill of non-PCB mineral oil from a transformer associated with a gas turbine at the Sebree Complex.
95. September 23, 2005 spill of sulfuric acid from the acid bulk storage tank at the Green water plant at the Sebree Complex
96. September 23, 2004 spill of diesel fuel from a tanker truck crossing the scale at the Sebree Complex.
97. September 17, 2003 spill of fuel oil from fuel oil filters for Green 1 and 2 at the Sebree Complex.
98. August 3, 2005 spill of ethylene glycol based coolant and water at the combustion turbine cooling system at the Sebree Complex.
99. July 15, 2003 spill of synthetic hydraulic fluid from the Henderson 2 EHC unit at the Sebree Complex.
100. July 7, 2005 spill of fuel oil at the Green ignition oil fuel skid at the Sebree Complex.
101. July 5, 2003 spill of synthetic hydraulic fluid from the Henderson 2 EHC unit at the Sebree Complex.
102. June 20, 2003 spill of sulfuric acid from the Henderson cooling tower acid feed system at the Sebree Complex.
103. June 9, 2003 spill of fuel oil from a coal truck at the coal handling truck unloading hopper at the Sebree Complex.
104. August 7, 2005 spill of hydraulic fluid from a crane in the FGD area at the Coleman plant.
105. June 22, 2005 spill of untreated sanitary sewer waste from lift station overflow bypass at the Coleman plant.
106. May 7, 2005 spill of diesel fuel at temporary fuel station at fuel tank at the Coleman plant.

107. April 3, 2005 spill of sulfuric acid from the sulfuric acid bulk storage tank at the Coleman plant.
108. February 21, 2006 spill of [electro-hydraulic] fluid from No. 2 turbine enclosure left governor valve at the Coleman plant.
109. February 14, 2006 spill of gear compound from 1B mill oil filter [differential] at Coleman plant.
110. November 5, 2005 spill of hydraulic fluid at the east side of the No. 3 stack at the Coleman plant.
111. November 3, 2005 spill of hydraulic fluid at the south edge of the reclaimer hopper at the Coleman plant.
112. October 6, 2005 spill of hydraulic oil on the road north of the absorber construction site at the Coleman plant.
113. August 29, 2005 spill of diesel fuel on the east side of the east side of the absorber construction site at the Coleman plant.
114. August 28, 2005 spill of hydraulic fluid from a crane at the scrubber construction site at the Coleman plant.
115. Comer, et al. v. Murphy Oil USA, et al., U.S. District Court for the Southern District of Mississippi, Case No. 1:05-cv-00436-LG-RHW, in which Plaintiffs allege that certain emissions from facilities of Defendants contribute to global warming which increased the intensity of Hurricane Katrina; Plaintiffs seek certification of a class of impacted persons in Mississippi. On December 19, 2006, Plaintiffs moved for leave to file a fourth amended complaint adding numerous parties as defendants including Western Kentucky Energy Corp.
116. Projects, events and information provided or disclosed to U.S. EPA in response to its September 11, 2000 request for information under Section 114 of the Clean Air Act. These submittals are dated 10/30/2000, 11/14/2000, 11/29/2000, 12/14/2000, 01/05/2001, 01/15/2001, 03/02/2001, 03/13/2001 and 05/18/2001.

Section (ii) of Schedule 11.1(k)

Environmental Conditions in Schedules to Participation Agreement and Environmental Conditions Stipulated by the Parties in Writing as of the Effective Date

(1) Big Rivers hired STS Consultants, Ltd. (“STS”) to collect and analyze fly ash samples from the special waste landfill at the D.B. Wilson Station in 1985. As part of the work order, STS produced a report dated March 29, 1985, describing the results of this project. All matters disclosed, reflected or alluded to in the report entitled “Subsurface Exploration and Laboratory Testing at the Big Rivers Electric Company’s D.B. Wilson Generating Station.” A copy of the report, including sample analysis, was produced to LG&E’s environmental staff.

(2) Big Rivers hired Hatcher Incorporated, an environmental consulting firm, to perform an initial remedial investigation of a release of Fuel Oil no. 2 at the Raid/Green/HMPL Stations. This report and the past release of Fuel Oil no. 2 at these stations were discussed at several meetings between LG&E and Big Rivers. As part of its work order, Hatcher Incorporated produced a report dated June 20, 1986, entitled “Fuel Oil Leak and Remedial Investigations at Green and Henderson Stations” describing the results of this investigation project. All matters disclosed, reflected or alluded to in this report. A copy of this report was produced to LG&E.

(3) Big Rivers hired STS to collect and analyze subsurface samples of the special waste material in Wilson Station’s landfill in 1985. As part of its work order, STS produced an undated report describing the results of this project, titled “Subsurface Exploration and Laboratory Testing Scrubber Sludge Stockpile at the D.B. Wilson Generating Station.” All matters disclosed, reflected or alluded to in this report. A copy of the report, including sample analysis, was produced to LG&E.

(4) Big Rivers hired STS to collect and test subsurface samples of the special waste in Wilson Station’s landfill in 1985. As part of its work order, STS produced an undated report describing the results of this project, titled “Subsurface Exploration and Laboratory Testing Scrubber Sludge Stockpile at the D.B. Wilson Generating Station.” All matters disclosed, reflected or alluded to in this report. A copy of the report, including sample analysis, was produced to LG&E.

(5) Big Rivers hired STS to collect and test subsurface samples of the scrubber sludge stock pile at Wilson Station in 1985. As part of its work order, STS produced an undated report describing the results of this project, titled “Subsurface Exploration and Laboratory Testing Scrubber Sludge Stock Pile Big Rivers Electric Company at D.B. Wilson Generating Station.” All matters disclosed, reflected or alluded to in this report. A copy of the report, including sample analysis, was produced to LG&E.

(6) Big Rivers hired Burns & McDonald Waste Consultants, Inc. (“Burns & McDonald”) to perform a Phase II environmental site investigation at Wilson Station. As

part of its work order, Burns & McDonald produced a report dated April 24, 1992, titled "Big Rivers Electric Corporation D.B. Wilson Power Station Environmental Site Investigation – Phase II Report, Project 91–246–4–001(G) – Facility ID # 3876092" describing the results of this project. All matters disclosed, reflected or alluded to in this report. A copy of the report was produced to LG&E.

(7) Big Rivers hired Burrs & McDonald to perform a Phase I environmental site investigation at Wilson Station. As part of its work order, Burns & McDonald produced a report dated November 22, 1991, describing the results of this project titled "Big Rivers Electric Corporation D.B. Wilson Power Station Environmental Site Investigation – Phase I Report, Project 91–246–4–001 – Facility ID # 3876092. All matters disclosed, reflected or alluded to in this report. A copy of the report was produced to LG&E.

(8) Big Rivers hired Burns & McDonald to perform an environmental site investigation at Green Station. As part of its work order, Burns & McDonald produced a report dated July 17, 1992, describing the results of this project titled "Big Rivers Electric Corporation Green Power Station: Environmental Site Investigation, Project No. 91–246–4–002 (G), Facility ID # 2422–117." All matters disclosed, reflected or alluded to in this report. A copy of the report was produced to LG&E.

(9) Big Rivers hired Kenvirons, Inc., to prepare a Spill Prevention Control and Counter-Measures Plan for Big Rivers' Electric Corporation ("SPCC") for each of Big Rivers' generating plants. A copy of Big Rivers' SPCC report from Kenvirons, Inc., issued in July 1986 for each plant was produced to LG&E. All matters disclosed, reflected or alluded to in these SPCC reports.

(10) Big Rivers hired Fuller Mossbarger Scott & May Engineers, Inc., ("FMSM") to evaluate the existing groundwater monitoring system at Wilson Station in 1990. As part of its work order, FMSM produced a report in November 1990 describing the results of this project titled "Evaluation of the Existing Groundwater Monitoring Program Waste Disposal Facility Big Rivers Electric Corporation at the D.B. Wilson Stations." All matters disclosed, reflected or alluded to in this report, a copy of which was produced to LG&E.

(11) In July 1982, Big Rivers hired Bechtel Energy Corporation to design and install the first groundwater monitoring system at the D.B. Wilson power plant, then under construction. Bechtel Energy produced for Big Rivers an undated report titled "Groundwater Monitoring System." The groundwater monitoring plan was a partial requirement for a NPDES permit. In January 1983, Big Rivers met with the US EPA and the Kentucky Natural Resources and Environmental Protection Cabinet to present the monitoring well system report and obtain their comments. This technical report is and was part of the requirements for the original NPDES permit. All matters disclosed, reflected or alluded to in these reports, copies of which were produced to LG&E.

(12) The Kentucky Natural Resources and Environmental Protection Cabinet ("Cabinet") issued Big Rivers a Notice of Violation ("NOV") regarding license No. _____ on February 10, 1993, for an alleged delay in reporting a mercury spill at

Wilson Station. The spill was cleaned up according to state environmental standards and the contaminated media was properly disposed of by Big Rivers. The spill happened after normal business hours and was reported the next day. All matters disclosed, reflected or alluded to in the NOV and other associated paperwork, copies of which were produced to LG&E.

(13) The Cabinet's Division of Air Quality inspector issued a NOV (Inspection Report) to Big Rivers for fugitive dust emissions from the transportation of special waste on February 10, 1993, for Wilson Unit 1. In response, Big Rivers implemented additional dust control and road cleaning procedures which satisfactorily resolved the issue with the Cabinet. All matters disclosed, reflected or alluded to in the NOV (Inspection Report), a copy of which was produced to LG&E.

(14) The Radiation Control Branch issued a NOV for missing leak tests for radiological sources at Coleman Station on June 16, 1993, regarding license No. 201-104-56. Big Rivers instituted appropriate remedial procedures to ensure that the leak tests are timely performed. All matters disclosed, reflected or alluded to in the NOV, a copy of which was produced to LG&E.

(15) The Radiation Control Branch issued a NOV for missing radiation labels at Wilson Station on November 22, 1994, regarding License No. 201-277-56. In response, Big Rivers replaced the labels and instituted remedial measures to ensure that the labels are properly affixed in the future. All matters disclosed, reflected or alluded to in the NOV a copy of which was produced to LG&E.

(16) The Cabinet's Division of Waste Management issued a NOV on October 8, 1994, for allegedly failing to notify the Regional Office of an indication of contamination in a groundwater monitoring well at Green Station. In a mutually satisfactory resolution of the alleged violation. Big Rivers agreed to notify the regional office, if a groundwater sample analysis indicated contamination in the future. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(17) The Division of Water issued a NOV to Big Rivers for exceeding a drinking water standard for turbidity at Green Station on December 20, 1993. In a mutually satisfactory resolution of the alleged violation, Big Rivers adjusted the operation of the water treatment plant to decreased the turbidity of the water. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(18) The Division of Water issued a NOV to Big Rivers for exceeding the drinking water standard for turbidity at Green Station on April 25, 1994. In a mutually satisfactory resolution of the alleged violation, Big Rivers adjusted the operation of the water treatment plant to decrease turbidity. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(19) The Division of Water issued a NOV to Big Rivers for exceeding the drinking water standard for turbidity at Green Station on May 26, 1994. In a mutually satisfactory resolution of the alleged violation, Big Rivers adjusted the operation of the water

treatment plant to decrease turbidity. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(20) The Division of Water issued a NOV to Big Rivers for exceeding the drinking water standard for turbidity at Green Station on July 27, 1994. In a mutually satisfactory resolution of the alleged violation, Big Rivers adjusted the operation of the water treatment plant to decrease turbidity. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(21) The Division of Water issued a NOV to Big Rivers for exceeding the drinking water standard for turbidity at Green Station on August 15, 1994. In a mutually satisfactory resolution of the alleged violation, Big Rivers adjusted the operation of the water treatment plant to decrease turbidity. All matters disclosed, reflected or alluded to this NOV, a copy of which was produced to LG&E.

(22) The Division of Water issued a NOV to Big Rivers for not analyzing drinking water samples for lead and copper at the Wilson Station on December 6, 1994. In a mutually satisfactory resolution of the alleged violation, Big Rivers collected the appropriate samples and reported the results to the Division of Water. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(23) The Division of Water issued a NOV to Big Rivers for not collecting and analyzing for nitrates at Green Station on September 19, 1994 (ID # 11172650). In a mutually satisfactory resolution to the issue, Big Rivers collected the samples, analyzed them and reported the results to the Division of Water. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(24) The Division of Water issued a NOV to Big Rivers for not collecting and analyzing for nitrates at Wilson Station on September 19, 1994 (ID # 0922899). In a mutually satisfactory resolution to the issue, Big Rivers collected the samples, analyzed them and reported the results to the Division of Water. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(25) The Division of Water issued a NOV to Big Rivers for excess turbidity in its drinking water at Wilson Station on January 31, 1994. In a mutually satisfactory resolution, Big Rivers adjusted the operation of the water plant and decreased turbidity. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(26) The Division of Water issued a NOV to Big Rivers for not collecting bacteriological water samples at Wilson Station on April 24, 1994. In a manually satisfactory resolution, Big Rivers collected the samples, analyzed them and reported the results to the Division of Water. All matter disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(27) A public notice was issued by Big Rivers for not collecting and sampling bacteriological samples for the period of November 1, 1991, through November 30, 1991. Once the public notice was issued, the matter was amicably resolved by the parties. All

matters disclosed, reflected or alluded to in this Public Notice from 1991, a copy of which was produced to LG&E.

(28) The Division of Water issued a NOV to Big Rivers for not collecting sufficient bacteriological samples at Wilson Station on December 22, 1994. An internal review of the matter found that Big Rivers had collected two samples, but one sample was apparently lost in transit to the laboratory. As a remedial measure, Big Rivers contracted with a laboratory to physically collect the water samples and deliver them to the laboratory, instead of mailing samples to the laboratory. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(29) The Division of Water issued a NOV to Big Rivers for not posting a public notice for the volatile synthetic organic chemical and unregulated contaminant sampling program on November 30, 1994. In a mutually acceptable resolution to the alleged violation, Big Rivers published a public notice. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(30) The Division of Water issued a NOV to Big Rivers on June 25, 1991, for not submitting "daily free residual chlorine readings" at Wilson Station for the month of April 1991. In a mutually satisfactory resolution to this alleged violation, Big Rivers submitted the daily monitoring data the following month. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(31) The Division of Water's regional office inspected Coleman Station after a sulfuric acid tank ruptured while undergoing a repair at the wastewater plant and issued a NOV on September 17, 1991. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(32) The Division of Waste Management sent an inspection report to Big Rivers by certified mail on March 21, 1994, after a routine inspection of Big Rivers' Central Lab and Transmission Facility. Big Rivers' environmental department met with the inspector and amicably resolved all of the alleged issues described in his report. All matters disclosed, reflected or alluded to in the inspection report and Big Rivers' response to the allegations, a copy of which were produced to LG&E.

(33) The Division of Waste Management issued a NOV to Big Rivers on March 7, 1994, (Central Laboratory KYD 981-806-207) for alleged violations at the Central Lab. In response, Big Rivers met with the inspector's regional supervisor and amicably resolved all of the allegations in the NOV. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(34) The Division of Waste Management issued a NOV to Big Rivers on March 17, 1993, regarding the Transmission Facility (KYD 981-806-219). Big Rivers instituted appropriate remedial measures in response to the allegations in the NOV. All matters disclosed, reflected or alluded to in this NOV, a copy of which was produced to LG&E.

(35) The Division of Waste Management's Regional Office issued a NOV to Big Rivers for not reporting a mercury spill in a timely fashion on February 10, 1993. The

spilled mercury was cleaned up according to federal and state environmental laws and regulations and all contaminated media was properly disposed of by Big Rivers. All matters disclosed, reflected or alluded to in the NOV, spill report and the disposal records, copies of which were produced to LG&E.

(36) The Division of Water issued a NOV to Big Rivers for a spill of oil around an area that was used to store drums containing new oil on April 17, 1989. The spilled oil was cleaned up according to state environmental laws and regulations and all contaminated media was properly disposed of by Big Rivers. All matters disclosed, reflected or alluded to in the NOV, spill report and the disposal record, copies of which were produced to LG&E.

(37) The Division of Water issued a NOV to Big Rivers for an alleged discharge of mercury above the limit allowed by Big Rivers KPDES permit on October 3, 1990. In a mutually satisfactory response, Big Rivers investigated and determined the source to be associated with the sulfuric acid that is used in the treatment of water for the plant. Big Rivers instituted appropriate remedial steps to correct the situation and to prevent it from occurring in the future. All matters disclosed, reflected or alluded to in the NOV, spill report and the disposal record, copies of which were produced to LG&E.

(38) The Division of Water issued NOVs to Big Rivers for allegedly exceeding its permitted limit for total suspended solids (TSS) in a discharge to the Reid/Henderson Station II ash pond in January and April 1991. The ash pond uses river water for ash sluice. Because of the heavy rains naturally occurring in the winter and spring months, the Green River usually has a high level of TSS at that time of the year. The ash pond was unable to remove the TSS coming from the river and therefore resulted in the alleged violation. Big Rivers requested that the Division of Water grant a variance based on the naturally high levels of TSS in the river water. This variance was granted and the issue has been resolved. All matters disclosed, reflected or alluded to in the NOV, copies of which were produced to LG&E.

(39) The Division of Waste sent a certified letter to Big Rivers in response to information that Big Rivers had previously sent to the Division of Waste Management concerning soil samples from underground lines that were removed (ID # 2422-117). All matters disclosed, reflected or alluded to in the certified letter, dated September 6, 1991, and the related information concerning these underground lines which were produced to LG&E.

(40) The Division of Waste Management issued a NOV to Big Rivers on February 20, 1991, based on a soil sample analysis around the turbine lube oil tanks (ID # 2422-117). In response, Big Rivers hired Burns & McDonnell to perform a site assessment. The investigation determined that the contamination was coming from a fuel oil leak at the gas turbine oil storage tanks. All matters disclosed, reflected, or alluded to in the NOV and the investigation report issued by Burns & McDonnell, copies of which were produced to LG&E.

(41) The Division of Waste Management sent a certified letter, (ID # 3876-092) dated July 19, 1991, concerning an analysis of a soil sample at or around the turbine lube oil tanks. All matters disclosed, reflected or alluded to in this certified letter, a copy of which was produced to LG&E.

(42) The Division of Waste Management issued a NOV to Big Rivers based on soil sample analysis around the turbine lube oil tanks on February 20, 1991 (ID # 3876-092). In response, Big Rivers hired Burns & McDonnell to perform a site assessment of the area. All matters disclosed, reflected or alluded to in this NOV and the site assessment report, copies of which were produced to LG&E.

(43) All matters disclosed, reflected or alluded to in the Discharge Monitoring Reports prepared for the Division of Water by Big Rivers. Although Big Rivers operates its facilities in material compliance with its environmental permits, from time to time a noncompliance will occur and be recorded in a report submitted to the state regulatory agency. To date, however, Big Rivers has not been assessed a civil penalty as a result of any noncompliance. A copy of all Discharge Monitoring Reports were produced to LG&E.

(44) All matters disclosed, reflected or alluded to in UST Notification No. 3881051 (one UST at Henderson Station) issued by the Kentucky Division of Waste Management. The Division of Waste Management requires owners of regulated underground storage tanks to register such tanks on an annual basis. Big Rivers complies with this requirement and this registration reflects compliance with this reporting obligation. Copies of the UST registration and Division of Waste Management Notification were produced to LG&E.

(45) All matters disclosed, reflected or alluded to in UST Notification No. 3878117 (two USTs at Green Station) issued by the Kentucky Division of Waste Management. The Division of Waste Management requires owners of regulated underground storage tanks to register such tanks on an annual basis. Big Rivers complies with this requirement and this registration reflects compliance with this reporting obligation. Copies of the UST registration and Division of Waste Management Notification were produced to LG&E.

(46) All matters disclosed, reflected or alluded to in UST Notification No. 3876092 (three USTs at Wilson Station) issued by the Kentucky Division of Waste Management. The Division of Waste Management requires owners of regulated underground storage tanks to register such tanks on an annual basis. Big Rivers complies with this requirement and this registration reflects compliance with this reporting obligation. Copies of the UST registration and Division of Waste Management Notification were produced to LG&E.

(47) All matters disclosed, reflected or alluded to in Closure Notification for UST no. 3876092, from the Kentucky Division of Waste Management and related notices from Big Rivers, for a former 550 gallon waste oil tank at Wilson Station. Big Rivers provided the notice letter to the Division of Waste Management when it removed an underground

storage tank that was used to hold “waste oil” at a coal handling maintenance shop. The tank was closed according to the requirements of state and federal environmental laws and regulations. A copy of the Closure Notification, along with Big Rivers’ notices and other documents associated with the closure of this UST, were produced to LG&E.

(48) All matters disclosed, reflected or alluded to in Big Rivers’ Closure Notification for UST no. 3880117, from the Kentucky Division of Waste Management and other related notices from Big Rivers, for a former 450 gallon diesel fuel tank. Big Rivers provided the notice letter to the Division of Waste Management when it removed the underground fuel tank for the gas turbine and replaced it with a new tank. The Division has granted an exemption to the monitoring requirements for the new tank. A copy of the Closure Notification, along with Big Rivers’ notices and other documents from the closure of the UST, were produced to LG&E.

(49) All matters disclosed, reflected or alluded to in a letter from the Division of Waste Management concerning a final determination of a successful bio-remediation of petroleum (diesel fuel) at Green Station. A copy of the letter was produced to LG&E.

(50) All matters disclosed, reflected or alluded to in Big Rivers’ Spill Report dated March 22, 1996. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(51) All matters disclosed, reflected or alluded to in Big Rivers’ Spill Report dated March 18, 1996. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(52) All matters disclosed, reflected or alluded to in Big Rivers’ Spill Report dated March 12, 1996. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(53) All matters disclosed, reflected or alluded to in Big Rivers’ Spill Report dated January 29, 1996. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded to the internal report and analytical sample results from the spill cleanup are also available for review.

(54) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 15, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(55) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 11, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(56) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated November 28, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(57) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated September 18, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(58) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated August 18, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(59) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated July 31, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(60) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated July 13, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory

agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(61) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated July 4, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(62) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 15, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(63) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated May 30, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(64) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated May 22, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(65) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 12, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(66) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated March 28, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(67) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated March 17, 1995. Big Rivers generates an internal reporting document for each spill

event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(68) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated March 3, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(69) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated February 16, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(70) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated February 15, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(71) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated February 9, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(72) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated February 2, 1995. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(73) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated January 6, 1995. Big Rivers' generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill clean-up are also available for review.

(74) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 21, 1994. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(75) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 15, 1994. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(76) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Event Report dated December 14, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(77) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 12, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(78) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated November 14, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(79) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated September 15, 1994. Big Rivers generates an internal reporting document for each such event. The event was handled in compliance with applicable state and/or federal regulations, including disposal of all contaminated media. If the event was reported to a regulatory agency, the notice is recorded in or with the internal report.

(80) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated June 30, 1994. Big Rivers generates an internal reporting document for each such event. The event was handled in compliance with applicable state and/or federal regulations, including disposal of all contaminated media. If the event was reported to a regulatory agency, the notice is recorded in or with the internal report.

(81) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated June 27, 1994, at or about 11:50 a.m. Big Rivers generates an internal reporting document for each such event. The event was handled in compliance with applicable state and/or federal regulations, including disposal of all contaminated media. If the event was reported to a regulatory agency, the notice is recorded in or with the internal report.

(82) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Event Report dated June 14, 1994. Big Rivers generates an internal reporting document for each such spill events. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(83) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated June 6, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable states and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(84) All matters disclosed reflected or alluded to in Big Rivers' BMP and Spill Report dated May 23, 1995. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(85) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated May 3, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(86) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated April 25, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(87) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated April 13, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical

sample results from the spill cleanup are also available for review.

(88) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Event Report dated March 16, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(89) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated March 11, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample result from the spill cleanup are also available for review.

(90) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated March 4, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(91) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated February 15, 1994. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(92) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated February 9, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(93) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident/BMP Report dated January 31, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(94) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Report dated January 17, 1994. Big Rivers generated an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be

reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(95) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Report dated January 14, 1994. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(96) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated December 11, 1993. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(97) All matters disclosed, reflected or alluded to in Big Rivers' Spill Incident BMP Report dated November 30, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is reported in the internal report and analytical sample results from the spill cleanup are also available for review.

(98) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated November 12, 1993. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(99) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated August 16, 1993. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(100) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Report dated July 13, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(101) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated June 21, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(102) All matters, disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Report dated June 11, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(103) All matters disclosed, reflected or alluded to in Big Rivers' Chemical/Oil Spill Report dated June 9, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(104) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated May 27, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(105) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated May 19, 1993. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(106) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated May 11, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(107) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated March 22, 1993. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(108) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated March 11, 1993. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(109) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated November 16, 1992. Big Rivers generates an internal reporting document for each such

event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(110) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated September 8, 1992. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(111) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated August 31, 1992. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(112) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated July 15, 1992. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(113) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated July 13, 1992, at or about 5:30 p.m. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(114) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated July 13, 1992, at or about 6:30. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(115) All matters disclosed, reflected or alluded to in Big Rivers' BMP Report dated July 4, 1992. Big Rivers generates an internal reporting document for each such event. If the event must be reported to a regulatory agency, the notice is recorded in or with the internal report.

(116) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated March 2, 1992. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(117) All matters disclosed, reflected or alluded to in Big Rivers' Spill/BMP Report dated November 5, 1991. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(118) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 3, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all commutated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(119) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 9, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(120) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 26, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(121) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 29, 1996. Big Rivers generated an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(122) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated May 6, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable states and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(123) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated May 17, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a

regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(124) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 24, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(125) All disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 28, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(126) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated August 28, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(127) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated September 16, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(128) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated September 23, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(129) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated September 30, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(130) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated October 7, 1996. Big Rivers generates an internal reporting document for each such spill

event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(131) All matters disclosed, reflected or alluded to in Big Rivers Spill Report dated November 9, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(132) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 2, 1996. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(133) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated January 13, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(134) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated January 28, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(135) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated February 7, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(136) All matters disclosed, reflected or alluded to in a NOV issued to Big Rivers by the Division of Water concerning alleged monitoring violations of its KPDES permit, No. KY 0011929 on February 26, 1997. Big Rivers has responded to the allegations in the NOV and has resolved the matter to the satisfaction of the state regulatory agency.

(137) Since 1989, the Kentucky Division for Air Quality has followed EPA guidance on opacity. In summary, under the guidelines, if a unit's emissions exceed its limit for

opacity over 2% of total unit operating time, a written explanation for the excess opacity must be given to the state agency. If a unit exceeds its opacity limit for 5% or more of its total operating time, corrective measures must be implemented to reduce opacity and the unit may have to demonstrate compliance by using US EPA Reference Method Testing.

The scrubbed units at Green and Wilson plants have opacity monitors located in the ductwork before the scrubber. In general, these monitors indicate that the plants are operating well in compliance with their opacity limits. However, Green and Wilson are "wet scrubbed" units with "wet stacks." A phenomena common at plants where wet scrubbers are employed may occasionally occur in which an unexpected, but visible blue or brown plume appears that begins some distance after the exhaust exits the stack. The reason for such a plume is unknown, although it may be due a chemical reaction in the atmosphere. Big Rivers has received Notices of Violation in the past for excess opacity based on Method 9 (visual) observations of the plume. The Reference Monitoring tests have shown no violation of the particulate standard during the time of the alleged high opacity. Big Rivers has applied for alternative emission limits based on the results of the Reference Monitoring tests. The agencies have not taken action on Big Rivers' petition for a permit modification. However, the agency has also not cited Big Rivers for excess opacity in recent periods.

(138) The Green River Disposal, Inc., landfill site is located in eastern Daviess County, Kentucky, and operated from 1970 to 1983. After a review by the US EPA, the landfill was placed on the NPL in August, 1990. Big Rivers has been identified as a potentially responsible party. However, Big Rivers believes it is a de minimis contributor of hazardous substances to the site. The de minimis parties, including Big Rivers, are pursuing informal settlement discussions with the EPA.

(139) Big Rivers may have exceeded the horizontal and vertical permitted boundaries for waste disposal in Green Station's special waste landfill. The area in question is believed to be approximately two acres out of the entire 183-acre landfill. Big Rivers is preparing a permit modification for the Kentucky Division of Waste Management to resolve this issue.

(140) Big Rivers and the City of Henderson's Municipal Water and Sewers Commission (the "Commission") have a contract which gives the Commission the benefit of Big Rivers' existing water intake and discharge facilities on the Green River for the Commission's wastewater treatment plant. The Commission is currently receiving wastewater from a chicken processing plant owned by Hudson Foods. The effluent discharge from the Commission's wastewater treatment plant to Big Rivers' existing water intake and discharge facilities may have exceeded the limits for certain pollutant(s) contained in Big Rivers' agreement with the Commission. While Big Rivers is unaware of any noncompliance with its KPDES wastewater discharge permit, the potential exists for such noncompliance should the Commission fail to comply with the limits contain in its agreement with Big Rivers.

(141) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated April 19, 1997. Big Rivers generates an internal reporting document for each such spill

event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(142) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated May 18, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(143) All matters disclosed, reflected or alluded to in a letter dated April 10, 1997, from the Division for Air Quality to Big Rivers concerning the National Ambient Air Quality Standards for SO₂.

(144) Henderson Units 1 and 2 experienced a scrubber bypass for several days in January, 1997. When these scrubbers are bypassed, the exit gas flows through a bypass stack that is not equipped with a Certified Continuous Emission Monitoring System. (CEMS). Without certified monitoring data available, a missing data algorithm is applied and maximum potential emissions are used as a substitute. Approximately 50% of the 1,500 ton annual emissions limit was utilized during this incident, but US EPA staff have indicated that no action will be taken with respect to any subsequent exceedance of the annual emissions limit attributable to this incident.

(145) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 6, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill event are also available for review.

(146) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated August 15, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill event are also available for review.

(147) All matters disclosed, reflects or alluded to in Big Rivers' Spill Report dated August 19, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill event are also available for review.

(148) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated December 16, 1997. Big Rivers generates an internal reporting document for each such spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill event are also available for review.

(149) The Cabinet's Division for Air Quality inspector issued a NOV (Inspection Report) to Big Rivers for visible emissions at Green Station Unit 2 dated September 29, 1997. Follow-up Method 9 readings by Big Rivers and Division personnel have shown compliance status. Correspondence dated October 23 and October 24, 1997 indicates that the Division considers the Unit to be in compliance.

(150) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 16, 1998 (anti freeze). Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(151) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 16, 1998 (gas turbine coolant). Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(152) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated June 15, 1998. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(153) All matters disclosed, reflected or alluded to in Big Rivers' Spill Report dated March 26, 1998. Big Rivers generates an internal reporting document for each spill event. The spill was remediated in compliance with applicable state and/or federal standards, including disposal of all contaminated media. If a spill must be reported to a regulatory agency, the notice is recorded in the internal report and analytical sample results from the spill cleanup are also available for review.

(154) By letter dated February 11, 1998, Big Rivers notified the Division of Air Quality of opacity exceedances at Coleman Station. The malfunction that was the suspected cause of the exceedances was repaired in March, 1998. The Division was notified of the repair in the First Quarterly Report Letter for Coleman Station dated April 24, 1998.

(155) Matters relating to Section 23.3 of the Participation Agreement, as amended.

(156) Matters relating to Section 23.4 of the Participation Agreement, as amended.

(157) The northeast section of the Wilson landfill may not meet permit specifications for permeability and compressive strength, based on core sampling performed by Geotech Engineering & Testing. It appears that the contractor for the Wilson landfill may have violated terms of its contract for landfill operation relating to placement of this material.

(158) Asbestos and asbestos containing materials (“ACM”) were installed at or incorporated into the Generating Plants as of the Effective Date. All such ACM shall be deemed to have been installed or incorporated therein prior to the Effective Date and to have been fully identified in the Baseline Environmental Audit Report; provided, however, that Big Rivers may demonstrate, by a preponderance of the evidence, that any asbestos or ACM found at the Generating Plants had been brought thereto after the Effective Date.

(159) PCBs were installed prior to the Effective Date in electrical equipment at the Generating Plants and were present in the soils and groundwater at the Sites, the Real Property Leases and the Rights-of-Way. All such PCBs shall be presumed to have been installed therein or released thereto prior to the Effective Date and to have been fully identified in the Baseline Environmental Audit Report; provided, however, that Big Rivers may demonstrate, by a preponderance of the evidence, that PCBs were introduced into the Generating Plants or released at, on, under or in the Generating Plants after the Effective Date. Big Rivers shall have the burden of proof, by a preponderance of the evidence, of showing that said PCBs were brought onto the Generating Plants or released into the environment at the Generating Plants after the Effective Date.

(160) A Summary of existing sampling locations and analyses relating to the known release of petroleum hydrocarbons at the Green Plant as of the Effective Date are set forth below:

Report entitled “Fuel Oil Leak Remedial Investigation, Green and Henderson Stations, Big Rivers Electric Corporation, Sebree, Kentucky,” prepared by Hatcher Incorporated and dated June 20, 1986.

Report entitled “Environmental Site Investigation of Green Power Station for Big Rivers Electric Corporation,” prepared by Burns & McDonnell and dated July, 1992.

Results of the soil boring investigation report conducted at the Green/Reid Station and transmitted to the Division of Waste Management by Big Rives Electric Corporation on November 29, 1995.

Correspondence between the Division of Waste Management and Big Rivers Electric Corporation regarding the Green/Reid Site Investigation Plan.

Big Rivers Electric Corporation’s 1997-Reid/Green site Investigation Report prepared by R. Mark Lamar, Environmental Scientist, Big Rivers Electric Corporation.

Analytical Report prepared by Specialized Assays on July 3, 1997.

Schedule 11.1(l)

DUE DILIGENCE MATERIALS

NONE AS OF THE EXECUTION DATE

Schedule 11.1(m)

REPORTS

(See attached)

Schedule 11.1(n)

DISPUTES

(See attached)

Schedule 11.1(o)(i)

LIENS ON OWNED INTELLECTUAL PROPERTY

(See attached)

Schedule 11.1(o)(ii)

LIENS ON INTELLECTUAL PROPERTY LICENSE AGREEMENTS –

NO CONSENT REQUIRED

(See attached)

Schedule 11.1(o)(iii)

LIENS ON INTELLECTUAL PROPERTY LICENSE AGREEMENTS –

CONSENT REQUIRED

(See attached)

Schedule 11.1(o)(iv)

LIENS ON SUPPORT SERVICES INTELLECTUAL PROPERTY

(See attached)

Schedule 11.1(o)(v)

**INTELLECTUAL PROPERTY NEEDED TO OPERATE GENERATING
PLANTS**

(See attached)

Schedule 11.1(o)(vi)

EXCEPTIONS TO OTHER IP's AVAILABILITY

(See attached)

Schedule 11.2(f)

LITIGATION

(See attached)

Schedule 12.2(a)(vi)

NON INCREMENTAL CAPITAL EXPENDITURES

| Closing Year Month | Non Incremental Capital Expenditures (\$) |
|-------------------------------|--|
| January, 2007 | 49,000 |
| February | 972,500 |
| March | 4,015,100 |
| April | 2,335,000 |
| May | 6,038,000 |
| June | 2,606,300 |
| July | 1,560,300 |
| August | 2,414,500 |
| September | 1,047,500 |
| October | 2,865,500 |
| November | 1,152,500 |
| December | 121,500 |

Schedule 15.1

Scope And Format For Unwind Environmental Audit

BIG RIVERS ELECTRIC CORPORATION ("Big Rivers") and the WKE PARTIES hereby agree as follows:

1. The Unwind Environmental Audit shall have a scope and format substantially similar to the Baseline Environmental Audit Report for Big Rivers' power plants, dated July 13, 1998, and prepared by Woodward-Clyde Consultants, 263 Seaboard Lane, Suite 200, Franklin, Tennessee 37067 ("Baseline Audit"). The properties addressed in the Unwind Environmental Audit shall include any properties covered in the Baseline Audit, plus any properties in which Big Rivers intends to acquire a real property interest in connection with the Closing. Nothing contained in this Schedule 15.1 or anything conducted or undertaken in connection with the Unwind Environmental Audit, nor anything contained in the Unwind Environmental Audit Report shall be deemed to be an admission by any Party of its or any other Party's responsibility or liability for any Damages or other events, circumstances, conditions or other matters.

2. The Unwind Environmental Audit shall consist of two phases; an initial Phase I environmental site assessment performed in accordance with ASTM 1527-05, as described below, and a field evaluation. The objectives of the initial assessment will be to identify, to the extent practicable, activities or operations at the three generating facilities with the potential to impact soil, sediment, surface water, or ground water. The objectives of the initial assessment shall be met using indirect methods such as record reviews, area photograph reviews, environmental database searches, interviews with knowledgeable personnel, and site inspections.

INITIAL ASSESSMENT

1. The initial assessment shall be performed in compliance with the ASTM 1527-05 Phase I Environmental Site Assessment Process. The initial assessment shall include on-site visits, database searches, visual observation and such other investigations as are consistent with ASTM 1527-05 or are otherwise specified with respect to known or suspected soil and groundwater contamination, wetlands, asbestos, PCBs, endangered species, lead-based paint, solid waste management and disposal and other environmental issues that, in Big River's opinion, are subject to indemnities or exclusions under the Termination Agreement.
2. The results of the initial assessment shall be used to prepare the scope of work for the field evaluation and to identify additional target areas for field sampling. The objective of the field evaluation will be to conduct a focused sampling program at the three generating facilities to evaluate the

presence or absence of environmental concerns. The scope of the initial assessment shall be determined in the sole discretion of Big Rivers.

FIELD EVALUATION AND PRELIMINARY TARGET AREAS FOR FIELD SAMPLING

1. The field evaluation shall consist of the extraction of samples required to assess issues believed by Big Rivers to have been identified in the initial assessment, which may require the installation of monitoring wells via drill rig methods, the advancement of soil borings via geo-probe and hand-auger methods, sediment sampling, and the collection of ground water samples from new and existing wells at the three facilities.

2. The preliminary target areas for field sampling shall be those areas subject to sampling as identified in sections 3.2.2, 3.3.2 and 3.4.2 of the Baseline Environmental Audit Report.

3. All sampling locations shall be as near as reasonably possible to locations sampled for purposes of the Baseline Environmental Audit Report. However, the identification of target areas for field sampling shall take into account new construction or operating methods that were instituted after July 13, 1998.

4. Sample collection and analytical methods shall be the same methods used for purposes of the Baseline Environmental Audit Report unless new or different methods are specified by applicable regulations.

5. Groundwater sampling and analyses shall be performed periodically account for any seasonal changes in groundwater quality.

INCORPORATION BY REFERENCE

1. The Unwind Environmental Audit Report may incorporate by reference any stipulated environmental conditions agreed in writing by the Parties.

2. The Unwind Environmental Audit Report may incorporate by reference any environmental audit or environmental study performed at the three generating facilities by Big Rivers or the WKE Parties at any time since July 15, 1998, unless otherwise agreed in writing by the Parties

Schedule 15.4

SECONDARY CONDITIONS


NONE AS OF THE EXECUTION DATE

IN WITNESS WHEREOF, the Parties hereto have caused this Transaction Termination Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name: Michael Core
Title: President

LG&E ENERGY MARKETING INC.

By:  _____
Name: Paul W. Thompson
Title: Senior Vice President

WESTERN KENTUCKY ENERGY CORP.


By:  _____
Name: Paul W. Thompson
Title: President

Exhibit A – Definitions

EXHIBIT A
DEFINITIONS

Rules of Interpretation

In this Exhibit A and the Definitive Documents (as hereinafter defined), unless otherwise provided herein or therein:

1. the terms set forth in this Exhibit A or in any Definitive Document shall have the meanings herein provided for, any term set forth in any Definitive Document but not defined in this Exhibit A shall have the meaning set forth in that Definitive Document, and any term used in a Definitive Document and not defined therein or in this Exhibit A but defined in another Definitive Document shall have the meaning provided for in such other Definitive Document;
2. any term defined in this Exhibit A by reference to another document, instrument or agreement shall continue to have the meaning ascribed thereto whether or not such other document, instrument or agreement remains in effect;
3. words importing the singular include the plural and vice versa;
4. words importing a gender include either gender;
5. a reference to a part, clause, section, paragraph, article, party, annex, appendix, exhibit, schedule or other attachment to or in respect of a Definitive Document is a reference to a part, clause, section, paragraph, or article of, or a party, annex, appendix, exhibit, schedule or other attachment to, such Definitive Document unless, in any such case, otherwise expressly provided in any such Definitive Document;
6. a definition of or reference to any document, instrument or agreement includes an amendment or supplement to, or restatement, replacement, modification or novation of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used;

7. if a capitalized term describes, or shall be defined by reference to, a document, instrument or agreement that has not as of any particular date been executed and delivered and such document, instrument or agreement is attached as an exhibit to the Termination Agreement (as hereinafter defined), such reference shall be deemed to be to such form and, following its execution and delivery, to the document, instrument or agreement as so executed and delivered;

8. a reference to any Person (as hereinafter defined) includes such Person's successors and permitted assigns (in the designated capacity);

9. any reference to "days" shall mean calendar days unless "Business Days" (as hereinafter defined) are expressly specified;

10. if the date as of which any right, option or election is exercisable, or the date upon which any amount is due and payable, is stated to be on a date or day that is not a Business Day, such right, option or election may be exercised, and such amount shall be deemed due and payable, on the next succeeding Business Day with the same effect as if the same was exercised or made on such date or day (without, in the case of any such payment, the payment or accrual of any interest or other late payment or charge, provided such payment is made on such next succeeding Business Day);

11. words such as "hereunder", "hereto", "hereof" and "herein" and other words of similar import shall, unless the context requires otherwise, refer to the whole of the applicable document and not to any particular article, section, subsection, paragraph or clause thereof;

12. a reference to "including" means including without limiting the generality of any description preceding such term, and for purposes hereof and of each Definitive Document the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;

13. annexes, exhibits, appendices, schedules, supplements and other attachments to any document, instrument or agreement are part of such document, instrument or agreement; and

14. accounting terms not otherwise defined herein shall have the meanings assigned to them by GAAP.

DEFINITIONS

“1970 Station Two Contracts” shall mean the Station Two Joint Facilities Agreement, the Station Two Operating Agreement and the Station Two Power Sales Agreement.

“2005 Amendatory Station Two Agreement” shall mean that certain contract dated as of April 1, 2005, among the City, the City Utility Commission, Big Rivers and the WKE Parties.

“2005 Amendments to Contracts” shall mean that certain contract dated as of April 1, 2005, among the City, the City Utility Commission, Big Rivers, LEM and WKEC (as successor to Station Two Subsidiary and LEM), amending the 1970 Station Two Contracts.

“Actual Environmental O&M” shall have the meaning set forth in Section 2.3.3 of the Lease.

“Actual Henderson Environmental O&M” shall have the meaning set forth in Section 8.16 of the Station Two Agreement.

“Affiliate” of any designated Person means any Person that has a relationship with the designated Person whereby either of such Persons directly or indirectly controls, is controlled by, or is under common control with the other, or holds or beneficially owns 5 percent or more of the equity interest in the other or 5 percent or more of any class of voting securities of the other. For purposes of this definition, the term “control” means the power, direct or indirect, of one Person to direct or cause the direction of the

management or policies of another, whether by contract, through voting securities or otherwise.

“Aggregate Non-Incremental Capital Costs” shall have the meaning set forth in Section 3.5(b)(iv) of the Termination Agreement.

“Agreement for Professional and Environmental Services” shall mean the Agreement for Professional and Environmental Services, dated October 15, 1997, among Woodward-Clyde International Americas, WKEC and Big Rivers.

“Agreement for Settlement and Release of Claims” shall mean that certain agreement, dated May 25, 2004, among Big Rivers and WKEC, LEM, Station Two Subsidiary, WKE and E.ON, relating to the Wilson run-off pond settlement.

“Agreement for Tier 3 Electric Service (2001-2002)” shall mean that certain Agreement for Tier 3 Electric Service (2001-2002), dated as of July 15, 1998, by and between Kenergy (as successor to Green River Electric Corporation) and LEM.

“Agreement for Tier 3 Electric Service (2001-2005)” shall mean that certain Agreement for Tier 3 Electric Service (2001-2005), dated as of July 15, 1998, between Kenergy (as successor to Green River Electric Corporation) and LEM.

“Agreement with Respect to Operating Reserves” shall mean that certain Agreement with Respect to Operating Reserves and Amendment No. 1 to Systems Reserves Agreement, dated July 15, 1998, by and among the City Utility Commission, Big Rivers and LEM.

“Alcan” shall mean Alcan Corporation, a Texas corporation.

“Alcan Assurances Agreement” shall mean that certain Assurances Agreement, dated as of July 15, 1998, among LEM, Alcan (as successor to Alcan Aluminum Corporation) and Alcan PPC (as successor to Alcan).

“*Alcan Guaranty*” shall mean that certain Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to Alcan (as successor to Alcan Aluminum Corporation) and Alcan PPC (as successor of Alcan).

“*Alcan Load Management Agreement*” shall mean that certain Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LEM, Alcan (as successor to Alcan Aluminum Corporation) and Alcan PPC (as successor to Alcan).

“*Alcan PPC*” shall mean Alcan Primary Products Corporation, a Texas corporation.

“*Alcan Security and Lock Box Agreement*” shall mean that certain Security and Lock Box Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LEM, Kenergy (as successor to Henderson Union Electric Cooperative Corp.), Alcan (as successor to Alcan Aluminum Corporation) and Alcan PPC (as successor to Alcan Corporation).

“*Allowances*” shall mean SO₂ Allowances and NO_x Allowances.

“*Alstom Agreements*” shall mean, collectively, (i) Settlement Agreement for Diverter Dampers and NEMS Systems, dated as of April 28, 2005, among WKEC, Station Two Subsidiary, the City Utility Commission, the consortium comprised of Alstom Power Inc. and Zachry Construction Corporation pursuant to that certain Consortium Agreement dated effective April 2, 2002 (the “Consortium”), Zachry Construction Corporation and Alstom Power Inc.; (ii) Agreement Regarding Costs in Connection with Correction or Repair of Diverter Dampers and NEMS System, dated as of May 5, 2005, as amended, among the parties to the agreement identified in the preceding clause and Big Rivers, and (iii) Agreement and Supplemental Settlement Agreement dated December 13, 2006 among the parties to the agreement identified in the preceding clause (other than Station Two Subsidiary).

“*Ambac*” shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance corporation and its successors and assigns.

“*Ambac Credit Products*” shall mean Ambac Credit Products, LLC, a Delaware limited liability company and its successors and assigns.

“*Ambac Entities*” shall mean Ambac, AME Investments, Ambac Credit Products, and AME Asset Funding.

“*AME Asset Funding*” shall mean AME Asset Funding, LLC, a Delaware limited liability company and its successors and assigns.

“*AME Investments*” shall mean AME Investments, LLC, a Delaware limited liability company and its successors and assigns.

“*Annual Capital Budget*” shall mean an Annual Capital Budget prepared and approved in accordance with Article 7 of the Lease.

“*Annual O&M Budget*” shall mean an Annual O&M Budget prepared and approved in accordance with Section 7 of the Lease.

“*Applicable Law*” shall mean all federal, state and local laws, rules, regulations, ordinances, codes, orders and directives of any Governmental Entity or office or agent thereof, including all Environmental Laws, and all Permits applicable to the Generating Plants or their respective operations, including, but not limited to, those pertaining to employment, health, safety and the environment.

“*Assigned Contracts*” shall have the meaning set forth in paragraph (a) of Section 5.1 of the Termination Agreement.

“*Assigned Contract Counterparty*” shall mean the counterparties, other than a WKE Party and Big Rivers, to each of the Assigned Contracts.

“*Assigned Intellectual Property License Agreements*” shall have the meaning set forth in Section 6.2.

“Assignment and Assumption Agreement” shall mean that certain Assignment and Assumption Agreement, dated July 15, 1998, by and between Big Rivers and WKEC.

“Assignment and Assumption of Contracts” shall mean the Assignment and Assumption of Contracts to be executed by WKEC and Big Rivers at the Closing, in the form attached to the Termination Agreement as Exhibit E.

“Assignment and Assumption of Permits” shall mean the Assignment and Assumption of Permits to be executed by WKEC and Big Rivers at the Closing, in the form attached to the Termination Agreement as Exhibit H.

“Assignment of Unemployment Reserve” shall mean the Assignment and Assumption of Unemployment Reserve to be executed by WKEC and Big Rivers at the Closing in the form attached to the Termination Agreement as Exhibit P.

“Assumption and Consent Agreement” shall mean that certain Assumption and Consent Agreement, dated as of August 1, 2003, among Alcan PPC, Station Two Subsidiary, LEM, WKEC and Kenergy.

“Baseline Environmental Audit Report” shall mean the environmental report issued pursuant to the Baseline Study Agreement, including any quarterly groundwater data thereunder for the three consecutive quarters following the Effective Date.

“Baseline Environmental Condition” means any Environmental Releases, conditions, facts, events, circumstances, actions, omissions, Proceedings, operations, violations, failures to comply and other matters identified or disclosed in Section (ii) of Schedule 11.1(k) to the Termination Agreement or in the Baseline Environmental Audit Report.

“Baseline Study Agreement” shall mean the Baseline Study Agreement, dated October 15, 1997, between Big Rivers and WKEC.

“Big Rivers” shall mean Big Rivers Electric Corporation, a Kentucky rural electric generation and transmission cooperative.

“*Big Rivers NOx Allocation*” shall have the meaning set forth in paragraph (b) of Section 8.3 of the Termination Agreement.

“*Big Rivers Representative*” shall have the meaning set forth in paragraph (a) of Section 12.1 of the Termination Agreement.

“*Big Rivers SO₂ Allocation*” shall have the meaning set forth in paragraph (a) of Section 8.2 of the Termination Agreement.

“*Big Rivers Supplemental Allowances*” shall have the meaning set forth in paragraph (d) of Section 8.2 of the Termination Agreement.

“*Budgetary Process*” shall mean the budgetary process as provided by Section 7 of the Lease and Section 9.10 of the Station Two Agreement.

“*Business Day*” shall mean any day other than a Saturday or Sunday or other day in which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in Henderson or Louisville, Kentucky.

“*Capital Asset*” shall have the meaning set forth in the Participation Agreement.

“*Central Lab*” shall mean the building and grounds located at 314 North Water Street, Henderson, Kentucky.

“*Century*” shall mean Century Aluminum Company, a Delaware corporation.

“*Century Assurances Agreement*” shall mean that certain Assurances Agreement, dated as of July 15, 1998, among LEM, Southwire Company, Century (as successor to Southwire Company), Century Kentucky (as successor to Century), Hancock Aluminum LLC (as successor to Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.).

“*Century Guaranty*” shall mean that certain Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to Southwire Company, Century (as successor of Southwire Company), Century Kentucky (as successor of Southwire

Company or Century), Hancock Aluminum LLC (as successor to Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.).

“*Century Kentucky*” shall mean Century Aluminum of Kentucky LLC, a Delaware limited liability company.

“*Century Load Management Agreement*” shall mean that certain Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LEM, Southwire Company, Century (as successor to Southwire Company), Century Kentucky (as successor of Century), Hancock Aluminum LLC (as successor to Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.).

“*Century Security and Lock Box Agreement*” shall mean that certain Security and Lock Box Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LEM, Kenergy (as successor to Green River Electric Corporation), Southwire Company, Century (as successor to Southwire Company), Century Kentucky (as successor of Southwire Company or Century), Hancock Aluminum LLC (as successor to Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.).

“*CFC*” shall mean National Rural Utilities Cooperative Finance Corporation, a cooperative corporation organized under the laws of the District of Columbia or any successor thereto.

“*City*” shall mean the City of Henderson, in the Commonwealth of Kentucky.

“*City Utility Commission*” shall mean the City of Henderson Utility Commission doing business as Henderson Municipal Power & Light.

“*Claim*” shall mean any written action, suit, Proceeding, hearing, investigation, litigation, charge, complaint, claim or demand.

“*Clean Air Act*” shall mean the Clean Air Act, 42 U.S.C. § 7401 et seq.

“*Closing*” shall have the meaning set forth in Section 2.2 of the Termination Agreement.

“*Closing Month*” shall mean the calendar month in which the Closing occurs.

“*Closing Year*” shall mean the Year in which the Closing occurs.

“*Closing Year NO_x Allotment*” shall mean all NO_x Allowances that were allotted by the EPA (or any applicable state agency) to the Generating Plants for the Closing Year (other than any NO_x Allowances sold, assigned or conveyed by WKEC as contemplated in Subsection 8.1(b), and other than the NO_x Allowances allotted to the City’s or the City Utility Commission’s portion of the capacity and/or energy of Station Two, or allocated by contract to the City or the City Utility Commission pursuant to the 1970 Station Two Contracts), together with any substitute allowances required to be provided by WKEC under Section 8.1(b) having a vintage year of the Closing Year. In the event all NO_x Allowances allotted by the EPA with respect to Station Two are allotted by law to, and are controlled by, the City or the City Utility Commission (or their respective Designated Representative), then the portion of the Closing Year NO_x Allotment relating to Station Two shall include only the NO_x Allowances allotted by EPA with respect to Station Two that are allocated by contract (including without limitation, pursuant to the 1970 Station Two Contracts or the Station Two Agreement) to WKEC and/or Big Rivers.

“*Closing Year SO₂ Allotment*” shall mean all SO₂ Allowances that were allotted by the EPA (or any applicable state agency) to the Generating Plants for the Closing Year (other than any SO₂ Allowances sold, assigned or conveyed by WKEC as contemplated in Section 8.1(b), and other than the SO₂ Allowances allotted to the City’s or the City Utility Commission’s portion of the capacity and/or energy of Station Two, or allocated by contract to the City or the City Utility Commission pursuant to the 1970 Station Two Contracts or the Supplementary Allowances Agreement), together with any substitute allowances required to be provided by WKEC under Section 8.1(b) hereof having a vintage year of the Closing Year. In the event all SO₂ Allowances allotted by the EPA with respect to Station Two are allotted by law to, and are controlled by, the City or the City Utility Commission (or their respective Designated Representative), then the portion

of the Closing Year SO₂ Allotment relating to Station Two shall include only the SO₂ Allowances allotted by EPA with respect to Station Two that are allocated by contract (including without limitation, pursuant to the 1970 Station Two Contracts, the Station Two Agreement and/or the Supplementary Allowances Agreement) to WKEC and/or Big Rivers.

“*Coleman Scrubber*” shall mean the retrofit of a complete flue gas desulfurization system capable of processing the flue gases from any one, two or all three of the combustion units at the Coleman Plant, including ancillary facilities for, among other things, reagent preparation, scrubbing, oxidations and formation of wallboard grade gypsum and solids dewatering, all as being constructed pursuant to the Coleman Scrubber EPC Contract.

“*Coleman Scrubber Contractor*” shall mean Wheelabrator Air Pollution Control Inc.

“*Coleman Scrubber Criteria*” shall mean all performance criteria in the Coleman Scrubber Performance Guarantees set forth in Section 4 of Exhibit A to the Coleman Scrubber EPC Contract.

“*Coleman Scrubber EPC Contract*” shall mean the Engineering, Procurement and Construction Agreement for a Flue Gas Desulphurization System at Coleman Power Station, dated July 19, 2004, between Coleman Scrubber Contractor and WKEC.

“*Computer Software*” means programs for enabling computers and other electronic programmable devices to perform tasks, including operating, applications, systems and interface programs and all user, maintenance and operational documentation relating to such programs (in whatever form or media)

“*Confidentiality Agreement*” shall mean the Confidentiality Agreement dated April 26, 2004, as amended, between or among certain of the Parties and/or E.ON.

“*Consent and Agreement (2005)*” shall mean the Consent and Agreement, dated December 23, 2005, among Century Kentucky, Century, Hancock Aluminum LLC, NSA, LTD., Century Aluminum of Kentucky General Partnership, Metalsco, Ltd., Skyliner, Inc., Century Kentucky, Inc., and LEM.

“*Consent Commitment*” shall have the meaning set forth in Section 9.2 of the Termination Agreement.

“*Consumed Allowances*” shall mean such SO₂ Allowances and NO_x Allowances as have already been consumed by any of the Generating Plants (that is, allocated to the emissions of any Generating Plant so that those emissions will comply with Applicable Laws, whether or not the EPA has been notified of the use of such allowances for that purpose) for all periods prior to the Closing Year.

“*Contract Counterparty Consent*” shall mean an Acknowledgment of Assignment and Release of Contract in the form of Exhibit V to the Termination Agreement.

“*Contract Year*” shall have the meaning set forth in the Station Two Operating Agreement.

“*Conveyance of Allowances*” shall mean the Conveyance of Allowances to be executed by WKEC and Big Rivers at the Closing in the form attached to the Termination Agreement as Exhibit I.

“*Cost-Share Agreements*” shall mean, collectively, (a) the letter agreement dated November 1, 2004, between WKEC (as successor by merger of WKE) and Big Rivers, as amended, (b) the related guaranty dated November 1, 2004, as amended, from E.ON to and in favor of Big Rivers; (c) the letter agreement dated February 9, 2007, among Big Rivers, Alcan PPC, Century Aluminum of Kentucky General Partnership and E.ON (relating to the funding of certain consent fees or the like that may become payable to certain other parties), and (d) the letter agreement dated February 9, 2007, among Big Rivers, Alcan PPC, Century Aluminum of Kentucky General Partnership and E.ON

(relating to the funding of certain transaction costs that may become payable or reimbursable to certain other parties).

“*Credit Suisse*” shall mean Credit Suisse First Boston, a banking corporation organized under the laws of Switzerland, acting by and through its New York Branch.

“*Creditor Termination and Release*” shall have the meaning set forth in Section 3.2(l) of the Termination Agreement.

“*Damages*” shall have the meaning set forth in Section 16.1 of the Termination Agreement.

“*Deed of Easement and Right-of-Way (Big Rivers)*” shall mean that certain Deed of Easement and Right-of-Way, dated July 15, 1998, by and between Big Rivers, as grantor, and Station Two Subsidiary, LEM and WKEC, as grantees.

“*Deed of Easement and Right-of-Way (City)*” shall mean that certain Deed of Easement and Right-of-Way, dated July 15, 1998, by and between the City and the City Utility Commission, as grantor, and Station Two Subsidiary, LEM and WKEC, as grantees.

“*Deed of Easement (Reid Station)*” shall mean that certain Deed of Easement, dated August 12, 2003 (with retroactive effect to June 1, 1999), among the City, the City Utility Commission, Big Rivers and certain LG&E Parties relating to the Reid Station gas line.

“*Deeds of Real Property*” shall mean the two Deeds, dated the Unwind Closing Date, conveying title to the Real Property by WKEC or its Affiliate to Big Rivers in the forms attached to the Termination Agreement as Exhibit F-1 and F-2.

“*Defense*” shall have the meaning set forth in Section 16.6(b) of the Termination Agreement

“*Definitive Documentation*” or “*Definitive Documents*” shall mean the agreements and instruments set forth on Exhibit S to the Termination Agreement.

“Designated Representative” shall mean the individual appointed (and the alternate when acting in the place of the appointed individual) as designated representative pursuant to the requirements in the acid rain program or, as applicable, the authorized account representative pursuant to the NO_x Budget Trading Program of the federal Clean Air Act and federal and state implementing regulations.

“Designated Representative/Alternate Designated Representative Appointment Agreement (Bowling)” shall mean that certain agreement, dated July 29, 2002, by and among Big Rivers, WKEC, Gregory Black and Ralph Bowling.

“Designated Representative/Alternate Designated Representative Appointment Agreement (Dewey)” shall mean that certain agreement, dated July 15, 1998, by and among Big Rivers, WKEC, Deborah A. Dewey and Gregory Black.

“Designated Representative/Alternate Designated Representative Appointment Agreement (Station Two)” shall mean that certain agreement, entered into August 27, 2002, by and among the City, the City Utility Commission, Big Rivers, Station Two Subsidiary, Gregory Black and Ralph Bowling.

“Disclosed Environmental Condition” means any Environmental Releases, conditions, facts, events, circumstances, actions, omissions, Proceedings, operations, violations, failures to comply and other matters: (i) identified or disclosed in Schedule 11.1(k) of the Termination Agreement or in the Unwind Environmental Audit Report; or (ii) otherwise identified or disclosed in writing by WKEC and delivered to Big Rivers, or by Big Rivers and delivered to WKEC, on or prior to the Closing (in the case of such identifications or disclosures to Big Rivers referred to in this Subclause (ii), either specifically referencing this definition or delivered to the attention of (or with a copy to) David Spainhoward or any successor Vice President of External Relations of Big Rivers).

“dollars” or the sign “\$” shall mean United States dollars or other lawful currency of the United States.

“E.ON” shall mean E.ON U.S. LLC., a Kentucky limited liability company and the successor in interest of LG&E Energy Corp.

“E.ON Guaranty” shall have the meaning set forth in Section 14.7.

“Economic Development Agreement” shall mean the Economic Development Agreement, dated as of June 18, 1997, among LEM, Big Rivers and the then member cooperatives of Big Rivers.

“Economically Defeased Lease Parties” shall mean Bluegrass Leasing, a New York general partnership; Fleet Real Estate, Inc., a Rhode Island corporation; PBR-1 Statutory Trust, a Connecticut statutory trust; PBR-2 Statutory Trust, a Connecticut statutory trust; PBR-3 Statutory Trust, a Connecticut statutory trust; FBR-1 Statutory Trust, a Connecticut statutory trust; FBR-2 Statutory Trust, a Connecticut statutory trust; PBR-1 OP Statutory Trust, a Connecticut statutory trust; PBR-2 OP Statutory Trust, a Connecticut statutory trust; PBR-3 OP Statutory Trust, a Connecticut statutory trust; FBR-1 OP Statutory Trust, a Connecticut statutory trust; FBR-2 OP Statutory Trust, a Connecticut statutory trust; U.S. Bank National Association, a National Banking Association; CoBank, ACB, a government sponsored enterprise of the United States; Ambac; AME Investments; Ambac Credit Products; and AME Asset Funding.

“Effective Date” shall mean July 15, 1998.

“Environmental Consultant” shall mean URS Corporation or another environmental consultant satisfactory to the Parties.

“Environmental Law” shall mean any federal, state or local statute, regulation or ordinance pertaining to the environment or to the control, handling, treatment and disposal of Hazardous Substances, as the same was in effect on the Effective Date (or enacted after the Effective Date) and as the same may be amended, modified or reinterpreted after the Effective Date, including but not limited to, the Clean Air Act; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; and any regulations under those statutes

“*Environmental Release*” means any release as defined under CERCLA Section 101(22), 42 U.S.C. Section 9601(22), of a Hazardous Substance or other waste (including, without limitation, garbage and refuse), at, on, under or from a Generating Plant or a Site.

“*Environmental Rent Reduction*” shall have the meaning set forth in Section 2.3.3 of the Lease.

“*EPA*” shall mean the United States Environmental Protection Agency or any successor thereto.

“*Excepted Conditions*” shall mean any and all of the following:

(a) all Baseline Environmental Conditions;

(b) all Disclosed Environmental Conditions;

(c) any Environmental Releases, conditions, events, circumstances, actions, omissions, Proceedings, operations, violations, failures to comply and other matters that are the subject of, or are excluded from Article 15 and Article 16 of the Termination Agreement by, Subsection 15.7 of the Termination Agreement;

(d) any Environmental Releases, conditions, events, circumstances, actions, omissions, Proceedings, operations, failures to comply, other failures, operations, challenges, uses, disturbances, delays in closure, issues, problems, operating costs, other costs, losses, violations, Net Costs and Expenses, NSR Benefits, Opacity Damages, personal injuries, property damages, nuisances, changes in methods, modifications, costs of defense, costs of compliance and other matters to the extent, and only to the extent, they: (i) have expressly been made, or any Damages or other relief associated with which have expressly been made, the subject of any indemnification commitment or other covenant or agreement on the part of any Party set forth in Article 15 or Article 16 (other than Subclause 16.3(a) of Article 16) of the Termination Agreement; or (ii) (or the Damages or other relief associated with them) would have been the subject of an indemnification commitment or other covenant or agreement on the part of a Party set

forth in Article 15 of the Termination Agreement but for the expiration of any period or the passage of any deadline expressly set forth in Article 15 for the assertion of a claim or demand therefor;

(e) any Opacity Damages, failures to comply, other failures, remedies, costs, expenses, acts, omissions and other matters: (i) which have expressly been made, or any Damages or other relief associated with which have expressly been made, the subject of any indemnification commitment or other covenant or agreement (including any funding, payment or reimbursement commitment) on the part of a Party set forth in Subsection 15.3(a) of the Termination Agreement; (ii) the sole and exclusive remedies for which have been set forth in that Subsection 15.3(a); (iii) which (or the Damages associated with which) have expressly been excluded from coverage under that Subsection 15.3(a); or (iv) which (or the Damages associated with which) would have been the subject of an indemnification commitment or other covenant or agreement (including any funding, payment or reimbursement commitment) on the part of a Party set forth in that Subsections 15.3(a) but for the expiration of any period or the passage of any deadline expressly set forth in that Subsection 15.3(a) for the assertion of a claim or demand therefor; and

(f) any failures to comply, changes in methods, conditions, Net Costs and Expenses, NSR Benefits, Opacity Damages, Environmental Releases, uses, disturbances, delays in closure, issues, problems, challenges, operations, losses, personal injuries, property damages, nuisances, modifications, installations, other changes, reductions, avoidances, cost of defense, costs of compliance, surcharges, other failures, other changes, claims, actions, disclosures, requests, compliances, non-compliances, costs, expenses, remedies, resolutions, repairs, upgrades, replacements, allegations, events, defenses, covenants, agreements, Proceedings, violations, circumstances, actions, omissions and/or other matters: (i) which have expressly been made, or any Damages or other relief associated with which have expressly been made, the subject of any covenant or agreement (including any funding, payment or reimbursement commitment) on the part of a Party set forth in Subsection 15.3(c) of the Termination Agreement; (ii) the sole and exclusive remedies for which have been set forth in that Subsection 15.3(c);

(iii) which (or the Damages associated with which) have expressly been excluded from coverage under that Subsection 15.3(c); or (iv) which (or the Damages associated with which) would have been the subject of an indemnification commitment or other covenant or agreement (including any funding, payment or reimbursement commitment) on the part of a Party set forth in that Subsections 15.3(c) but for the expiration of any period or the passage of any deadline expressly set forth in that Subsection 15.3(c) for the assertion of a claim or demand therefor.

“Excluded Allowances” shall mean:

- (i) the Consumed Allowances,
- (ii) the WKE SO₂ Allocation and the WKE NO_x Allocation, and
- (iii) such SO₂ Allowances and NO_x Allowances as are the property of the City or the City Utility Commission or allocated by agreement to the City or the City Utility Commission.

“Excluded Assets” shall mean the assets, rights and property interests identified on Schedule 9.3 to the Participation Agreement.

“Excluded Circumstances” shall mean, with respect to a particular Section or Subsection set forth in Article 15, in Section 16.1, in Section 16.2 or in Subclause (b) of Section 16.3 of the Termination Agreement, any Environmental Releases, conditions, events, circumstances, actions, omissions, Proceedings, operations, failures to comply, other failures, operations, challenges, uses, disturbances, delays in closure, issues, problems, operating costs, other costs, losses, violations, Net Costs and Expenses, NSR Benefits, Opacity Damages, personal injuries, property damages, nuisances, changes in methods, modifications, costs of defense, costs of compliance and/or other matters (as applicable): (i) which have expressly been made, or any Damages or other relief associated with which have expressly been made, the subject of an indemnification, hold harmless, funding, payment or reimbursement commitment on the part of a Party set forth in that Section, Subsection or Subclause; (ii) the sole and exclusive remedies for which have been set forth in that Section, Subsection or Subclause; (iii) which (or the Damages

associated with which) have expressly been excluded from coverage under that Section, Subsection or Subclause (other than exclusions effected by reference to Excluded Circumstances with respect to another Section, Subsection or Subclause of the Termination Agreement); or (iv) which (or the Damages associated with which) would have been the subject of an indemnification, hold harmless, funding, payment or reimbursement commitment on the part of a Party set forth in that Section, Subsection or Subclause but for the expiration of any period or the passage of any deadline expressly set forth in that Section, Subsection or Subclause for the assertion of a claim or demand therefor.

“*Execution Date*” shall mean the date of the Termination Agreement as reflected in the preamble thereof.

“*Existing Non-Disturbance Agreement*” shall have the meaning set forth in Section 3.2(l).

“*Federal and Kentucky NOx Regulations*” shall mean the current NOx SIP Regulations, as the same may be hereafter approved, modified or supplemented by regulations or other action of the Federal EPA, including, without limitation, any modification that results in a reduction or an increase in the NOx allowances or emission credits allotted to the Generating Plants, or otherwise amended, modified or supplemented, and shall include any laws, rules or regulation enacted, issued or adopted in lieu of the foregoing, but only to the extent they regulate or restrict NOx emissions.

“*FERC*” shall mean the Federal Energy Regulatory Commission or any successor thereto.

“*Final Calculation Period*” shall have the meaning set forth in Section 3.5(a) of the Termination Agreement.

“*First Mortgagees*” shall mean the RUS, Ambac, US Bank National Association (successor to US Bank Trust National Association), Dexia Credit Local (successor to Credit Suisse First Boston), CFC, PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust, FBR-2 Statutory Trust, CoBank, ACB and AME

Investments, the mortgagees under the Third Restated Mortgage and Security Agreement, dated as of August 1, 2001.

“*FOB*” shall mean free on board.

“*GAAP*” means generally accepted accounting principles in the United States, consistently applied throughout the specified period and in the immediately prior comparable period.

“*Generating Plant*” and collectively, the “*Generating Plants*”, shall mean any of Plant Coleman, Plant Green, Plant Wilson, Plant Reid and Station Two, and all existing additions to and replacements of those plants.

“*Generation Dispatch Support Services Agreement*” shall mean a Generation Dispatch Support Services Agreement to be executed by certain of the WKE Parties and Big Rivers at the Closing, having a term of up to eighteen (18) months, and otherwise in form and substance satisfactory to those WKE Parties and Big Rivers in their sole discretion.

“*Generation Dispatching Services Agreement*” shall mean the Generation Dispatching Services Agreement, dated July 15, 1998, by and among Big Rivers, WKEC, Station Two Subsidiary and LEM.

“*Governmental Entity*” shall mean means any national, state or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity.

“*Green River Agreement for Electric Service*” shall mean that certain Agreement for Electric Service, dated July 15, 1998, between LEM and Kenergy (as successor to Green River Electric Corporation).

“*Green River Guaranty*” shall mean that certain Guaranty, dated July 15, 1998, by E.ON (as successor in interest to LG&E Energy Corp.) to Green River Electric Corporation.

“*Guaranty*” shall mean the New Guarantee Agreement executed by LG&E Energy Corp. and Big Rivers dated April 6, 1998.

“*Hazardous Substance*” shall mean any water or air pollutant and hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law.

“*Henderson Incremental Capital Costs*” shall have the meaning set forth in the Station Two Agreement.

“*Henderson Incremental Environmental O&M*” shall have the meaning set forth in the Station Two Agreement.

“*Henderson Non-Incremental Capital Costs*” shall have the meaning set forth in the Station Two Agreement.

“*Henderson Union Agreement for Electric Service*” shall mean that certain Agreement for Electric Service, dated July 15, 1998, between LEM and Kenergy (as successor to Henderson Union Rural Electric Cooperative Corp.).

“*Henderson Union Guaranty*” shall mean that certain Guaranty, dated July 15, 1998, by E.ON (as successor in interest to LG&E Energy Corp.) to Henderson Union Electric Cooperative Corporation Corp.

“*Incremental Capital Costs*” shall have the meaning set forth in the Participation Agreement.

“*Incremental Environmental O&M*” shall have the meaning set forth in the Participation Agreement.

“*Information Technology Support Services Agreement*” shall mean the Information Technology Support Services Agreement to be executed by certain of the WKE Parties (and/or certain of their Affiliates) and Big Rivers at the Closing, in form and substance satisfactory to each such Party (and any such Affiliate) in their sole discretion.

“Intellectual Property” shall mean patents, patent applications, copyrights, computer programs, algorithms, databases, data collections, diagrams, formulae, graphs, inventions (whether or not patentable), know-how, methods, manufacturing and production or business processes, user interfaces, business and marketing plans and proposals, works of authorship, trade secrets, license rights, license agreements, and franchises in which any E.ON Affiliate has an interest and which relate to the operation and/or dispatch of the Generating Plants, including without limitation, computer programs utilized by any E.ON Affiliate in connection with the operation and/or dispatch of the Generating Plants, including object and source code so utilized.

“Intellectual Property License Agreements” shall mean the Intellectual Property License Agreements – Consent Required and the Intellectual Property License Agreements – No Consent Required.

“Intellectual Property License Agreements – Consent Required” shall have the meaning set forth in Section 6.4 of the Termination Agreement.

“Intellectual Property License Agreements – No Consent Required” shall have the meaning set forth in Section 6.3 of the Termination Agreement.

“Intercreditor Agreement” shall have the meaning set forth in Section 3.2(l) of the Termination Agreement.

“Interim Wholesale Marketing Assistance Agreement” shall mean the Interim Wholesale Marketing Assistance Agreement, dated as of June 18, 1997, between Big Rivers and LEM.

“Inventory” shall mean all inventories of coal (including coal fines), synthetic fuel, petroleum coke, fuel oil, DBA (Reagent), lime, hydrated lime, limestone, fixation lime, sodium sulfite, ammonia, spare parts, materials and supplies held exclusively for use by WKEC as of the Closing in connection with the operations of any Generating Plant (other than any such inventories as are owned by the City or the City Utility Commission).

“*Inventory Bill of Sale*” shall mean the Inventory Bill of Sale to be executed by the relevant LG&E Parties at the Closing, in substantially the form attached to the Termination Agreement as Exhibit C.

“*Inventory Value*” shall mean the aggregate value of the Inventory as determined in accordance with Section 4.2 of the Termination Agreement.

“*Kenergy*” shall mean Kenergy Corp., a Kentucky cooperative corporation.

“*KEPPC*” shall mean the Kentucky Environmental and Public Protection Cabinet, or any successor thereto.

“*Knowledge*” shall mean:

(a) as it relates to any WKE Party, including when any representation is given “to the Knowledge of” either WKE Party or all WKE Parties, knowledge imputed to such Party in consequence of the fact that any of the following individuals has actual knowledge of the relevant fact, event, condition, circumstance or matter:

D. Ralph Bowling, Senior Vice President, Western Kentucky Energy Corp.

Kenneth M. Stewart, Jr., Plant Manager – Wilson Station

Robert W. Berry, Plant Manager – Sebree Station

James R. Garrett, Plant Manager – Coleman Station

Gregory Black, Manager Environmental and Technical Services

Steve Noland, Team Leader – Environmental

Tom Shaw, Team Leader – Environmental

Robert F. Toerne, Contract Manager – WKE

Deanna M. Speed, Accounting Manager – WKE

R. Phillip Waggoner, IT Manager – WKE

Mark W. McAdams, Fuels Manager – WKE

Lisa P. Garrett, Human Resources Manager – WKE; and

(b) as it relates to Big Rivers, including when any representation is given “to the Knowledge of” Big Rivers, knowledge imputed to Big Rivers in consequence of the fact that any of the following individuals has actual knowledge of the relevant fact, event, condition, circumstance or matter:

Michael Core, President and CEO

Bill Blackburn, Vice President and Chief Financial Officer

David Spainhoward, Vice President of External Relations

Mike Thompson, Production Operations Technical Advisor

“*KPSC*” shall mean the Kentucky Public Service Commission or any successor thereto.

“*KRC*” shall mean the Kentucky Revenue Cabinet or any successor thereto.

“*Lease*” shall mean the Lease and Operating Agreement, dated July 15, 1998, by and among Big Rivers, WKEC and WKE.

“*Lease and Option Agreement (Central Lab)*” shall mean that certain Lease and Option Agreement, dated July 15, 1998, between Big Rivers and WKEC.

“*Lease Period*” shall mean the period from the Effective Date through the Closing.

“*LEM*” shall mean LG&E Energy Marketing Inc., an Oklahoma corporation.

“*LEM/RUS Note*” shall mean that certain Demand Promissory Note, dated July 15, 1998, by LEM payable to the United States of America in the original principal amount of \$933,333.33.

“*Letter of Intent*” shall mean the letter of intent dated November 28, 2005, among Big Rivers, E.ON and the LG&E Parties, together with the attachments thereto that are incorporated therein by reference.

“*LG&E Energy Corp.*” shall mean LG&E Energy Corp., a Kentucky corporation, a predecessor to E.ON.

“*Lien*” shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has substantially the same practical effect as a security interest, in respect of such asset.

“*Material Adverse Effect*” shall mean (a) an adverse effect on the validity or enforceability of this Termination Agreement or any other Definitive Document against WKEC, LEM or E.ON (as applicable) in any material respect, (b) an adverse effect on the value or condition of any single Generating Plant and the Site associated with that Generating Plant, taken as a whole, in any material respect (other than any such effect occurring as a result of general economic or industry conditions which are not unique to a particular Generating Plant and associated Site and do not disproportionately affect a particular Generating Plant and associated Site), or (c) an impairment of the ability of WKEC, LEM or E.ON to fulfill its respective obligations under this Termination Agreement or any other Definitive Document in any material respect.

“*Member Contract*” shall mean each and every power sales contract between Big Rivers and its Member Cooperatives in effect as of the Closing or approved by the KPSC on or before the Closing to be become effective as of a later date, as each of such contract(s) may be modified from time to time.

“Member Cooperatives” shall mean Kenergy, Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation, each a Kentucky rural electric cooperative.

“Meter and Telemetry Equipment Operation and Maintenance Agreement” shall mean the Meter and Telemetry Equipment Operation and Maintenance Agreement, dated July 15, 1998, among WKEC, Station Two Subsidiary, WKE and Big Rivers.

“Monthly Margin Payment” shall have the meaning set forth in the Participation Agreement.

“Moody” shall mean Moody’s Investors Service, Inc. and any successor thereto.

“Mortgage and Security Agreements” shall mean that certain Mortgage and Security Agreement, dated July 15, 1998, by Big Rivers in favor of WKEC, LEM, Station Two Subsidiary and WKE and that certain Mortgage and Security Agreement (LEM Mortgage), dated July 15, 1998, by Big Rivers in favor of LEM, WKEC, Station Two Subsidiary and WKE.

“NERC” shall mean the North American Electric Reliability Council and any successor thereto.

“Net Costs and Expenses” shall have the meaning set forth in Subsection 15.3(c) of the Termination Agreement.

“Non-Disturbance Agreement” shall mean any Subordination, Non-Disturbance, Attornment and Inter-Creditor Agreements executed by The Chase Manhattan Bank, The Bank of New York, RUS or their respective successors, and any issuer of a letter of credit, insurance policy, surety commitment or other similar commitment, in respect of Big Rivers’ obligations under its pollution control bonds, and any entity having a reimbursement claim against Big Rivers with respect to such letter of credit, insurance policy, surety commitment or other similar commitment, in either case where the claims of such issuers or holder of the reimbursement claim are secured by a Lien on the assets, dated as of July 15, 1998, including without limitation, the Third Amended and Restated

Subordination, Non-Disturbance, Attornment and Inter-Creditor Agreement dated as of August 1, 2001 (as amended), among Big Rivers, the WKE Parties, RUS, Ambac, CFC, Credit Suisse, U.S. Bank Trust National Association, and the Economically Defeased Lease Parties.

“Non-Incremental Capital Costs” shall have the meaning set forth in the Participation Agreement.

“NO_x” shall mean oxides of nitrogen.

“NO_x Allowances” shall mean the allowances of oxides of nitrogen allotted by EPA or any applicable state agency to the Generating Plants pursuant to the Clean Air Act and other Environmental Laws (together with any allowances purchased by Big Rivers to replace NO_x Allowances prior to the Effective Date and included among the allowances transferred to WKEC by Big Rivers in connection with the closing of the transactions contemplated in the Participation Agreement).

“NO_x Compliance Letter” shall mean that certain letter agreement, dated February 19, 2002, by and between WKEC and Big Rivers, including the letter attached thereto dated November 29, 2001 from David Spainhoward of Big Rivers to Rob Toerne of WKEC.

“NO_x Season” shall mean the regulatory “control period” as defined in 40 KAR 51:001 (Section 1(58)), which on the Unwind Closing Date extends from and including May 1 through and including September 30 of each Year.

“October 20, 2003 Letter Agreement” shall mean that certain letter agreement, dated October 20, 2003, by and between Big Rivers and WKEC, regarding the funding of Plant Reid Incremental Capital Costs and Incremental Environmental O&M Costs in Response to NO_x SIP Call.

“Off Specification” shall mean coal or petroleum coke, as applicable, which is delivered to a Generating Plant and does not meet in all material respects the

specifications (in respect of Btu/lb, moisture, or ash and sulfur content, as applicable) set forth in the contract pursuant to which it is delivered.

“Opacity Damages” shall have the meaning set forth in Subsection 15.3(a) of the Termination Agreement.

“Operating Assumptions and Practices Agreement” shall mean that certain Operating Assumptions and Practices Agreement, executed on August 5, 2003, between Big Rivers and LEM.

“Operating Budget” shall mean an Operating Budget for Station Two prepared and approved in accordance with the provisions of Section 9.8 of the Station Two Agreement and Section 14.1 of the Station Two Operating Agreement.

“Operating Plan Non-Compliance Matters” shall have the meaning set forth in Section 12.2 of the Termination Agreement.

“Operating Plans” shall have the meaning set forth in Section 12.2 of the Termination Agreement.

“Operative Documents” shall mean the Lease, the Power Purchase Agreement, the Participation Agreement, the Station Two Agreement, the Assignment and Assumption Agreement, the Transmission Services and Interconnection Agreement, the Mortgage and Security Agreements, the Settlement Promissory Note, each Non-Disturbance Agreement, and the Guaranty together with all schedules, attachments and exhibits attached to those documents.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental Entity, in each case whether preliminary or final.

“Original Participation Agreement” shall mean the Participation Agreement dated June 9, 1997 among LEM, Western Kentucky Leasing Corp., Station Two Subsidiary, WKEC and Big Rivers, as amended.

“Original LEC Guaranty” shall mean the Amended and Restated Guarantee Agreement dated March 18, 1998, between LG&E Energy Corp. and Big Rivers.

“Other IP” shall have the meaning set forth in Section 11.1(o)(vi) of the Termination Agreement.

“Owned Intellectual Property” shall mean all Owned Intellectual Property (Assigned) and all Owned Intellectual Property (Licensed).

“Owned Intellectual Property (Assigned)” shall have the meaning set forth in Section 6.1 of the Termination Agreement.

“Owned Intellectual Property (Licensed)” shall have the meaning set forth in Section 6.2 of the Termination Agreement.

“Participation Agreement” shall have the meaning set forth in Recital C of the Termination Agreement.

“Party” shall mean each of Big Rivers and each WKE Party which is a party to such document in which such reference is made and *“Parties”* shall mean, collectively, all parties to the document in which such reference appears.

“Permits” shall have the meaning set forth in Section 7.1 of the Termination Agreement.

“Person” shall mean any individual, corporation, partnership, joint venture, limited liability company or any other legal form of organization.

“Personal Property” shall have the meaning set forth in Section 4.3 of the Termination Agreement.

“Personal Property Bill of Sale” shall mean the Personal Property Bill of Sale to be executed by WKEC at the Closing, in substantially the form attached to the Termination Agreement as Exhibit D.

“Personal Property Value” shall mean the aggregate value of the Personal Property as determined in accordance with Section 4.4 of the Termination Agreement.

“Plan of Reorganization” shall have the meaning set forth in Recital C of the Termination Agreement.

“Plant Coleman” shall mean the three unit Generating Plant consisting of Coleman Unit 1, Coleman Unit 2 and Coleman Unit 3.

“Plant Green” shall mean the two unit Generating Plant consisting of Green Unit 1 and Green Unit 2.

“Plant Reid” shall mean the Generating Plant consisting of Reid Unit 1 and the Reid Combustion Turbine.

“Plant Wilson” shall mean the one unit Generating Plant consisting of Wilson Unit 1.

“Power” shall mean electric energy and/or capacity.

“Power Purchase Agreement” shall mean the Power Purchase Agreement, dated July 15, 1998, by and between Big Rivers and LEM.

“Pre-Closing Period” shall mean the period from and after the Execution Date through the Closing or the date of the earlier termination of the Termination Agreement.

“Pre-Closing Report” shall have the meaning set forth in Section 12.5(a) of the Termination Agreement.

“Proceeding” means any action, suit, proceeding, arbitration, investigation or audit by any Governmental Entity or other Person.

“Promissory Note (LEM Advances)” shall mean that certain promissory note, dated July 15, 1998, by Big Rivers to LEM in the original principal amount of \$50,000,000.00.

“Prudent Utility Practice” shall mean those practices, methods and acts that a Person in the electric power industry (including independent power producers) owning and operating the Generating Plants over their useful life would engage in to produce power and that (i) are then commonly used in prudent engineering and operations to operate electrical equipment and associated mechanical and civil facilities lawfully and with safety, reliability, efficiency and expedition; or (ii) in the exercise of reasonable judgment considering the facts then known, could have been expected to achieve the desired result consistent with Applicable Laws, safety, reliability, efficiency and expedition. Prudent Utility Practice is not necessarily limited to the optimum practice, method or act, but may be a spectrum of possible practices, methods or acts. In determining whether a practice, method or act is a Prudent Utility Practice, a Person shall take into account (a) the existence of any applicable Uncontrollable Force, (b) the impact such practice, method or act would have on the ability of such Person to compete economically in the markets in which the Person markets power (generated from the Generating Plants), and (c) the age and condition of the Generating Plants, (d) any recommendations provided by the original equipment manufacturer and (e) whether such practice, method or act would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. A practice, method or act shall not be deemed a Prudent Utility Practice if any governmental approval or authorization required to implement such practice, method or act is not received or is revoked.

“Real Property” shall mean (i) the property owned by WKEC or its Affiliate adjacent to or near the site of Plant Coleman described in a Quit Claim Deed of Conveyance, made and entered into February 18, 2000, by and between Inland Gulf Terminal Associates, a Kentucky general partnership, comprised of Ark Land Company, James R. Cox, Trustee under the South East Coal Trust Agreement and Kentucky Coal Corporation, as Grantor, and LCC LLC, as Grantee, and (ii) the property and improvements owned by WKEC which is adjacent to Big Rivers’ headquarters described in the Deed made and entered into September 19, 2000, by and between Big Rivers and WKEC

“Remediation” means investigation, disposal, encapsulation, removal, remedial action, and any other response action required to contain, control or remedy an Environmental Release.

“Required to be remedied or addressed by Environmental Laws as of the Closing” and ***“Required to be remedied or otherwise addressed by Environmental Laws as of the Closing”*** each mean that the matter giving rise to a claim for indemnification or other relief must be remedied or otherwise addressed at the time of Closing or thereafter in order to come into compliance with requirements or standards established by Environmental Laws in effect as of the Closing, and includes fines and penalties asserted after Closing with respect to violations of Environmental Law occurring after the Effective Date through the Closing whether or not the violation or alleged violation continues to exist as of the Closing or can be remedied as of the Closing.

“Responsible Officer” shall mean, with respect to any Party, its Chairman of the Board, its President, any Senior Vice President, the Chief Financial Officer, any Vice President, the Treasurer or any other management employee (a) that has the power to take the action in question and has been authorized, directly or indirectly, by the Board of Directors of such party, (b) working under the direct supervision of such Chairman of the Board, President, Senior Vice President, Chief Financial Officer, Vice President or Treasurer and (c) whose responsibilities include the administration of the transactions and agreements contemplated by the Definitive Documentation.

“Rights-of-Way” shall mean all rights-of-way, easements, franchises, licenses and all other rights, agreements or Liens that permit the location of the Generating Plants at their current locations, or that provide access to and ingress and egress from the Sites.

“RUS” shall mean the United States of America, acting through the Administrator of the Rural Utilities Service -- United States Department of Agriculture or any successor agency or administration.

“Scheduled Unwind Closing Date” shall have the meaning set forth in Section 2.1 of the Termination Agreement.

“*Schoate Coal Contract*” shall mean the Coal Supply Agreement dated April 18, 2001, between WKEC and Station Two Subsidiary, collectively as Buyer, and Evergreen Minerals Co., Inc. (as predecessor in interest by assignment to Schoate Mining Company, LLC), as Seller, as amended.

“*SEC*” shall mean the Securities and Exchange Commission or any successor thereto.

“*SERC*” shall mean the Southeastern Electric Reliability Council and any successor thereto.

“*Settlement and Release Agreement*” shall mean that certain agreement, effective as of August 5, 2003, between Big Rivers and LEM.

“*Settlement Promissory Note*” shall mean that certain promissory note, dated July 15, 1998, by Big Rivers to LEM in the original principal amount of \$19,675,603.00.

“*Short Form Lease*” shall mean that certain short form lease, dated July 15, 1998, by and among Big Rivers, WKEC, Station Two Subsidiary, LEM and WKE.

“*Sites*” shall mean the real property on which the Generating Plants are situated. The Sites are more particularly described on Exhibit M attached to the Termination Agreement.

“*Smelter Power Purchase Agreements*” shall mean the Green River Agreement for Electric Service, the Henderson Union Agreement for Electric Service, the Agreement for Tier 3 Electric Service (2001-2002) and the Agreement for Tier 3 Electric Service (2001-2005).

“*Smelters*” shall mean Alcan, Alcan PPC, Century, Century Kentucky, Hancock Aluminum LLC (as successor of Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor of Hancock Aluminum LLC and NSA, Ltd.).

“*S&P*” shall mean Standard & Poor’s.

“SO₂” shall mean sulfur dioxide.

“SO₂ Allowances” shall mean the allowances of sulfur dioxide allotted by EPA or any applicable state agency to the Generating Plants pursuant to the Clean Air Act and other Environmental Laws (together with any allowances purchased by Big Rivers to replace SO₂ Allowances prior to the Effective Date and included among the allowances transferred to WKEC by Big Rivers in connection with the closing of the transactions contemplated in the Participation Agreement).

“Software License Agreement” shall mean that certain Software License Agreement, dated July 15, 1998, by and between WKEC and Big Rivers.

“Solid Fuel Stock” shall mean the meaning set forth in paragraph (a) of Section 4.1 of the Termination Agreement.

“Southwire Company” shall mean Southwire Company, a Delaware corporation.

“Special Assignment Agreement” shall mean that certain Special Assignment Agreement, dated as of March 26, 2001, among Southwire Company, Century Kentucky, Century and LEM.

“Station Two” shall mean the City’s two-unit Station Two Generating Plant near the Green River in Henderson County, Kentucky, consisting of Henderson Station Two Unit 1 and Henderson Station Two Unit 2.

“Station Two Acknowledgment and Consent” shall mean the Acknowledgment and Consent, dated July 15, 1998, by and among the City, the City Utility Commission and LEM.

“Station Two Agreement” shall mean the Agreement and Amendments to Agreements, dated July 15, 1998, by and among the City, the City Utility Commission, Big Rivers, Station Two Subsidiary, LEM and WKEC.

“Station Two Assignment and Assumption Agreement” shall mean that certain Assignment and Assumption Agreement (Station Two), dated July 15, 1998, by and between Big Rivers and Station Two Subsidiary.

“Station Two G&A Allocation Agreement” shall mean that certain Station Two G&A Allocation Agreement, dated July 15, 1998, by and among the City Utility Commission, Big Rivers and Station Two Subsidiary.

“Station Two Grant of Easement” shall mean the Grant of Rights and Easements, dated as of April 1, 2005, among the LG&E Parties, Big Rivers, the City and the City Utility Commission.

“Station Two Guarantee” shall mean the Guarantee Agreement [Station Two Obligations], dated as of July 15, 1998, by E.ON (as successor of LG&E Energy Corp.) in favor of the City and the City Utility Commission.

“Station Two Improvements” shall have the meaning set forth in the Station Two Agreement.

“Station Two Joint Facilities Agreement” shall mean the Joint Facilities Agreement dated August 1, 1970 among the City, the City Utility Commission, Big Rivers and WKEC (as successor to Station Two Subsidiary and Big Rivers).

“Station Two NO_x Allowance” shall mean the allowances of nitrogen oxide allotted to Station Two pursuant to the Clean Air Act and other Environmental Laws.

“Station Two Operating Agreement” shall mean the Power Plant Construction and Operation Agreement among the City, the City Utility Commission, Big Rivers and WKEC (as successor to Station Two Subsidiary and Big Rivers), dated August 1, 1970, as amended.

“Station Two Power Sales Agreement” shall mean the Power Sales Contract dated August 1, 1970 among the City, the City Utility Commission, Big Rivers and WKEC (as successor to LEM, Station Two Subsidiary and Big Rivers).

“Station Two SCR Contract” shall mean the Henderson Station Two SCR Project (Contract SCR-01, SCR Equipment and Erection, Henderson Station Two) dated May 9, 2002, between the City of Henderson and Alstom Power Inc.

“Station Two SCR Easement” shall mean the Grant of Rights and Easements entered into as of April 1, 2005 between Big Rivers and WKEC, as Grantors, to the City and the City Utility Commission.

“Station Two SO₂ Allowances” shall mean the allowances of sulphur dioxide allotted to Station Two pursuant to the Clean Air Act and other Environmental Laws.

“Station Two Subsidiary” shall mean WKE Station Two Inc., a Kentucky corporation.

“Station Two Termination and Release” shall have the meaning set forth in Section 3.2(m).

“Supplementary Allowances Agreement” shall mean the Supplementary Agreement on SO₂ Emission Allowances between the City Utility Commission and WKEC dated January 18, 2002.

“Support Services Agreements” shall mean the Generation Dispatch Support Services Agreement and the Information Technology Support Services Agreement.

“Support Services Intellectual Property” shall have the meaning set forth in Section 6.5.

“Synthetic Purchase Agreement” shall mean the Purchase Agreement, between Synthetic Materials and WKEC, made and entered into September 15, 2004.

“System Disturbance Agreement (1998)” shall mean that certain System Disturbance Agreement, dated as of July 15, 1998, among Big Rivers, Station Two Subsidiary, WKEC, Kenergy (as successor of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation), Alcan (as successor to Alcan Aluminum Corporation), Alcan PPC (as successor to Alcan), Southwire Company, Century (as

successor to Southwire Company), Century Kentucky (as successor of Century), Hancock Aluminum LLC (as successor of Century Kentucky), and Century Aluminum of Kentucky General Partnership (as successor of Hancock Aluminum LLC and NSA, Ltd.).

“*System Disturbance Agreement (2001)*” shall mean that certain System Disturbance Agreement, dated as of April 2001, among Big Rivers, Kenergy, Willamette Industries, Inc., Station Two Subsidiary and WKEC.

“*Tangible Assets*” shall have the meaning set forth in the Participation Agreement.

“*Taxes*” shall mean all income, profits, gains, gross receipts, net worth, utility gross receipts license, premium, value added, ad valorem, sales, use, excise, stamp, transfer, franchise, withholding, payroll, employment, occupation, social security, property, environmental, license, privilege, alternative minimum calculation, severance, fuel and all other taxes of any kind whatsoever, or any amounts imposed in lieu of any of the foregoing, together with any interest, penalties, and additions thereto, in each case imposed by any federal, state, local, or foreign government or any agency or political subdivision thereof, including all amounts imposed as a result of being a member of a consolidated, affiliated, combined, or unified group.

“*Telecommunications Agreement*” shall mean the Telecommunications Agreement, dated July 15, 1998, by and between Big Rivers and WKEC.

“*Terminated Agreements*” shall mean, collectively, the agreements set forth on Schedule 2.1 of the Termination and Release Agreement and on Schedule 2.1 of the Station Two Termination and Release.

“*Termination Agreement*” shall mean the Transaction Termination Agreement by and among Big Rivers and the WKE Parties, to which this Exhibit is appended.

“*Termination Payment*” shall have the meaning set forth in Section 3.3 of the Termination Agreement.

“*Termination and Release*” shall mean the Termination and Release to be executed by Big Rivers, the WKE Parties and E.ON at the Closing, in the form attached to the Termination Agreement as Exhibit B.

“*Texas Gas Release*” shall have the meaning set forth in Section 10.2(r) of the Termination Agreement.

“*Transaction*” shall mean the transactions contemplated by the Termination Agreement and the other Definitive Documentation.

“*Transformer Operation and Maintenance Agreement*” shall mean the Transformer Operation and Maintenance Agreement, dated July 15, 1998, by and among WKEC, WKE and Big Rivers.

“*Transmission Agreement*” shall mean the Assignment of Transmission Rights Agreement to be executed by Big Rivers and certain of the WKE Parties at the Closing in the form attached to the Termination Agreement as Exhibit N.

“*Transmission Services and Interconnection Agreement*” shall mean the Transmission Services and Interconnection Agreement, dated July 15, 1998, by and between Big Rivers, Station Two Subsidiary, LEM, and WKEC.

“*Transmission System*” shall have the meaning set forth in Big Rivers' Open Access Transmission Tariff.

“*Transmission Use Credit*” shall have the meaning set forth in the Transmission Services and Interconnection Agreement or the Power Purchase Agreement.

“*True-Up Payments*” shall have the meaning set forth in Section 3.5 of the Termination Agreement.

“*Uncontrollable Force*” shall mean any cause beyond the control of the Person affected, including but not restricted to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, material shortage, sabotage, and restraint by court order or public authority, which by exercise of

due diligence such Person could not reasonably have been expected to avoid and to the extent that by exercise of due diligence it shall be unable to overcome; provided, however, a Person shall not be required to settle any strike or labor dispute in which it may be involved. A Person shall not, however, be relieved of any liability for failure of performance if such failure is due to removable or remedial causes which it fails to remove or remedy with reasonable dispatch.

“Unwind Closing Date” shall mean the date upon which the Closing shall occur.

“Unwind Environmental Audit” shall have the meaning set forth in Section 15.1 of the Termination Agreement.

“Unwind Environmental Audit Report” shall have the meaning set forth in Section 15.1 of the Termination Agreement.

“Western Kentucky Leasing Corp.” shall mean Western Kentucky Lease Corp., formerly a Kentucky corporation that was merged into WKEC.

“WKE” shall mean WKE Corp., a Kentucky corporation.

“WKE NO_x Allocation” shall have the meaning set forth in paragraph (b) of Section 8.3 of the Termination Agreement.

“WKE Parties” shall mean LEM and WKEC.

“WKE SO₂ Allocation” shall have the meaning set forth in paragraph (a) of Section 8.2 of the Termination Agreement.

“WKEC” shall mean Western Kentucky Energy Corp., a Kentucky corporation.

“Year” shall mean each calendar year during the “Term” (as defined in the Participation Agreement).

Exhibit B – Termination
and Release Agmt.

EXHIBIT B

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (the "*Termination and Release*"), dated as of [_____], by and among (a) BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric generation and transmission cooperative ("*Big Rivers*"), and (b) E.ON U.S. LLC ("*E.ON*"), a Kentucky limited liability company f/k/a LG&E Energy LLC, and the successor to LG&E Energy Corp., a Kentucky corporation ("*LEC*"), LG&E ENERGY MARKETING INC., an Oklahoma corporation ("*LEM*"), and WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation ("*WKEC*") and the successor by merger of WKE Corp., a Kentucky corporation ("*WKE*"), and WKE Station Two Inc., a Kentucky corporation ("*Station Two Subsidiary*") (WKEC, together with E.ON and LEM, the "*E.ON Parties*") (collectively, the "*Parties*").

RECITALS:

A. Big Rivers owns certain electric generating plants in the Commonwealth of Kentucky, including the three unit Plant Coleman, the two unit Plant Green, the one unit Plant Wilson, and Plant Reid.

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

C. In accordance with the Participation Agreement, Big Rivers leases the power plants described in Recital A above to WKEC pursuant to the Lease, and various E.ON Parties (or their predecessors) and Big Rivers have executed and delivered numerous agreements, amendments to agreements, implementing letter agreements and other instruments in conjunction with the transactions contemplated by the Plan of Reorganization and the Participation Agreement.

D. Big Rivers and the E.ON Parties have concluded that it is in their mutual best interests to terminate and release the property interests and contractual relationships created by the Participation Agreement and the other Operative Documents, and have executed and delivered a Transaction Termination Agreement dated as of March 26, 2007 (the "Termination Agreement"), setting forth the terms and conditions upon which Big Rivers and the E.ON Parties are willing to terminate and release such property interests and contractual relationships. A condition precedent to the consummation of the transactions contemplated in the Termination Agreement is the execution and delivery of this Termination and Release by Big Rivers and the E.ON Parties.

E. Prior to the date hereof, WKE and Station Two Subsidiary were merged with and into WKEC in accordance with Kentucky law, with WKEC being the surviving entity in that merger succeeding to all of the assets, properties, rights, debts, obligations and liabilities of WKE and Station Two Subsidiary, respectively.

F. Also prior to the date hereof, LEM assigned and transferred to WKEC, among other agreements and rights, all rights, title and interests of LEM under or pursuant to the Power Purchase Agreement and certain other agreements or instruments with Big Rivers. However, LEM was not, by reason of such assignments and transfers, relieved from its debts, obligations or liabilities under or pursuant to those agreements or instruments.

G. This Termination and Release is the "Termination and Release" contemplated in the Termination Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the E.ON Parties and Big Rivers each agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Termination and Release (including the Recitals, Exhibit A and Schedule 2.1 hereto) and not otherwise defined herein shall have the meanings set forth in the Termination Agreement. The rules of interpretation

set forth in Exhibit A to this Termination and Release shall apply to this Termination and Release and to the Parties' respective rights and obligations hereunder.

ARTICLE 2

TERMINATED AGREEMENTS AND INSTRUMENTS

Section 2.1 Acknowledgment; Terminated Agreements. The Parties, for themselves and their respective successors, predecessors and assigns, and for all other persons or entities claiming by, through or under them, hereby acknowledge and agree that the following agreements and promissory note expired or were terminated, discharged and rendered of no further force or effect whatsoever prior to the date of this Termination and Release: Software License Agreement; Lease and Option Agreement (Central Lab); Generation Dispatching Services Agreement; Original Participation Agreement; Original LEC Guaranty; Designated Representative/Alternate Designated Representative Appointment Agreement (Dewey); Economic Development Agreement; Interim Wholesale Marketing Assistance Agreement; and Promissory Note (LEM Advances). Effective immediately, and without notice or further action on the part of any Party, each of Big Rivers and the E.ON Parties, for themselves and their respective successors, predecessors and assigns, and for all other persons or entities claiming by, through or under them, hereby collectively and irrevocably terminate, discharge and render null and void and of no further force or effect whatsoever each of the agreements, leases, letter agreements, guaranties, easements, promissory notes, implementing letters, directives and other instruments and documents set forth or identified on Schedule 2.1 hereto to which such Parties are signatories or beneficiaries, in each case to the extent not expired or terminated, discharged and rendered null and void and of no further force or effect prior to the date hereof as contemplated in the preceding sentence (all agreements, leases, letter agreements, guaranties, easements, promissory notes, implementing letters, directives and other instruments and documents set forth or identified on Schedule 2.1 (regardless of when or how expired or terminated) being collectively referred to in this Termination and Release as the "Terminated Agreements").

Section 2.2 Filing of Releases and Termination Statements. Promptly following the date hereof, the relevant Parties agree to execute, deliver, record and/or file all such

instruments of termination, discharge or release (in form reasonably satisfactory to the relevant Parties) as shall be reasonably requested by any Party for the purpose of updating the real estate records of Henderson, Webster, Ohio, Hancock, Breckenridge, Caldwell, Crittenden, Daviess, Hopkins, Livingston, McCracken, Meade, Union and Franklin Counties, Kentucky, in respect of the terminations, releases and discharges of the Terminated Agreements as contemplated herein, including without limitation, such forms as may be required to be filed in such counties, and in the office of the Secretary of State of the Commonwealth of Kentucky, in order to terminate, release and discharge any fixture filings or other security interests created by any of the Terminated Agreements.

Section 2.3 Releases by Big Rivers. Effective immediately, and without notice or further action on the part of any Party, Big Rivers, for itself and its successors, predecessors and assigns, and for all other persons or entities claiming by, through or under any of them: (a) hereby fully, irrevocably and forever remises, releases, acquits, waives and discharges any possessory interest in real or personal property and any lien, security interest, charge or encumbrance whatsoever created in favor of Big Rivers by any one or more of the Terminated Agreements at any time prior to the execution and delivery hereof; and (b) hereby fully, irrevocably and forever remises, releases, acquits and discharges each of LEC, E.ON, LEM, WKEC, WKE and Station Two Subsidiary, and their respective members, shareholders, directors, officers, employees, agents, representatives, advisors, successors, predecessors and assigns, and each of them (collectively, the "*Big Rivers Released Parties*"), of and from any and all manner of actions, causes of action, suits, sums of money, accounts, reckonings, covenants, controversies, agreements, promises, remedies, amounts paid in settlement, compromises, losses, levies, rights of contribution, rights of set-off, other rights, damages, judgments, executions, debts, obligations, liabilities, claims and demands of any nature whatsoever, whether or not in contract, in equity, in tort or otherwise, whether pursuant to any statute, ordinance, regulation, rule of common law or otherwise, whether direct or indirect, whether punitive or compensatory, whether known or unknown, whether presently discoverable or undiscoverable, whether threatened, pending, suspected or claimed, and whether fixed, accrued, contingent or otherwise (collectively, "*Claims*"), which Big Rivers ever had, now has, may now have or may hereafter have against any one or more of the Big Rivers Released Parties, including, but not limited to, any Claims resulting from,

arising out of or in any manner relating to: (i) any Terminated Agreement, or (ii) Big Rivers' Open Access Transmission Tariff (OATT) as it may relate to any transaction(s) contemplated in or entered into pursuant to or in connection with any Operative Document (the "Big Rivers OATT"); or (iii) the Systems Disturbance Agreement (2001); or (iv) any performance or non-performance by a Big Rivers Released Party under or pursuant to any Terminated Agreement, the Big Rivers OATT or the Systems Disturbance Agreement (2001); or (v) any breach or default by a Big Rivers Released Party under or pursuant to any Terminated Agreement, the Big Rivers OATT or the Systems Disturbance Agreement 2001), howsoever caused and whenever occurring; or (vi) in the case of the E.ON Parties, their respective (including without limitation, their respective employees', officers', agents', representatives', advisors' and/or contractors' respective) lease, operation, maintenance, repair, upkeep, occupation, generation, use, closure, abandonment, retirement, replacement or possession of, or the condition or state of repair of, any Generating Plant or Site or any component(s) thereof (including without limitation, any components installed or constructed following the date of the Lease), any other real property of Big Rivers operated, maintained, repaired, kept up, occupied or used by an E.ON Party (or its employees, officers, agents, representatives, advisors and/or contractors), any electric energy generated by or capacity associated with any Generating Plant, or any tangible or intangible properties, inventories, spare parts, tools, materials or supplies of, relating to or used in connection with the lease, operation, maintenance, repair, upkeep, occupation, generation, use, closure, abandonment, retirement, replacement or possession of any Generating Plant (or any components thereof), any Site or such electric energy or capacity, in each case whether pursuant to a Terminated Agreement or otherwise; provided, however, that nothing contained in this Section 2.3 shall be deemed to affect, limit, waive or eliminate any other representation, warranty, covenant or agreement on the part of any E.ON Party set forth in, or expressly contemplated as surviving the "Closing" in, the Termination Agreement or any other "Definitive Document" contemplated in the Termination Agreement, it being understood that such other representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the transactions contemplated in this Termination and Release as between Big Rivers and the relevant E.ON Parties.

Section 2.4 Releases by the E.ON Parties. Effective immediately, and without notice or further action on the part of any Party, each E.ON Party, for itself and its successors, predecessors and assigns, and for all other persons or entities claiming by, through or under any of them: (a) hereby fully, irrevocably and forever remises, releases, acquits, waives and discharges any possessory interest in real or personal property and any lien, security interest, charge or encumbrance whatsoever created in favor of such E.ON Party by any one or more of the Terminated Agreements at any time prior to the date hereof; and (b) hereby fully, irrevocably and forever remises, releases, acquits, waives and discharges Big Rivers, and its members, directors, officers, employees, agents, representatives, advisors, successors, predecessors and assigns, and each of them (collectively, the "*E.ON Released Parties*"), of and from any and all Claims which such E.ON Party ever had, now has, may now have or may hereafter have against any one or more of the E.ON Released Parties, including, but not limited to, any Claims resulting from, arising out of or in any manner relating to: (i) any Terminated Agreement, the Big Rivers OATT or the Systems Disturbance Agreement (2001); or (ii) any performance or non-performance by an E.ON Released Party under or pursuant to any Terminated Agreement, the Big Rivers OATT or the Systems Disturbance Agreement (2001); or (iii) any breach or default by an E.ON Released Party under or pursuant to any Terminated Agreement, the Big Rivers OATT or the Systems Disturbance Agreement (2001); or (vi) in the case of Big Rivers, its (including without limitation, its employees', officers', agents', representatives', advisors' and/or contractors' respective) ownership, operation, maintenance, repair, upkeep, occupation, generation, use, closure, abandonment, retirement, replacement or possession of, or the condition or state of repair of, any Generating Plant or Site or any component(s) thereof (including without limitation, any components installed or constructed following the date of the Lease), or the performance by Big Rivers of its obligation to purchase power in accordance with the Power Purchase Agreement, and its obligation to pay for all amounts of power and ancillary services provided thereunder (including, without limitation, energy imbalance); provided, however, that nothing contained in this Section 2.4 shall be deemed to affect, limit, waive or eliminate any other representation, warranty, covenant or agreement on the part of Big Rivers set forth in, or expressly contemplated as surviving the "Closing" in, the Termination Agreement or any other "Definitive Document" contemplated in the

Termination Agreement, it being understood that such other representations, warranties, covenants and agreements shall survive the execution and delivery hereof and the transactions contemplated in this Termination and Release as between Big Rivers and the relevant E.ON Parties.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the E.ON Parties. Each of the E.ON Parties hereby severally represents and warrants to Big Rivers that:

(a) Organization and Existence. Each of the E.ON Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to do business as a foreign corporation in any jurisdiction where the nature of its business and its activities require it to be so qualified. Each of the E.ON Parties has the requisite power and authority to conduct its business as presently conducted and to enter into and perform its obligations under this Termination and Release in accordance with its terms.

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

(c) No Violation. The execution and delivery of this Termination and Release by each E.ON Party, the consummation by each E.ON Party of the transactions contemplated hereby, and the compliance by each E.ON Party with the terms and provisions hereof, do not and will not contravene any Applicable Law or its organizational documents.

(d) No Required Consents. All consents, approvals, resolutions, authorizations, actions or orders, including those which must be obtained from any governmental entities or regulatory bodies, required for the authorization, execution and delivery of, and for the

consummation of the transactions contemplated by, this Termination and Release by any E.ON Party have been obtained prior to the date hereof.

Section 3.2 Representations and Warranties of Big Rivers. Big Rivers hereby represents and warrants to each of the E.ON Parties that:

(a) Organization and Existence. Big Rivers is a rural electric cooperative duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky, is duly licensed or qualified and in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its financial condition, business or operations or its ability to enter into and perform its obligations under this Termination and Release, and has all requisite cooperative power and authority to carry on its business as now conducted, to own or hold under lease its property and to enter into and perform its obligations under this Termination and Release.

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

(c) No Violation. The execution, delivery and performance by Big Rivers of this Termination and Release, the consummation by Big Rivers of the transactions contemplated hereby, and the compliance by Big Rivers with the terms and provisions hereof, do not and will not contravene any Applicable Law or its Articles of Incorporation or By-Laws.

(d) No Required Consents. All consents, approvals, resolutions, authorizations, actions or orders, including, those which must be obtained from any governmental entities or regulatory bodies, required for the authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Termination and Release by Big Rivers have been obtained prior to the date hereof.

Section 3.3 Additional Representation and Warranty of the Parties. Each Party hereby severally represents and warrants to all other Parties that it has not assigned to any other person or entity (not a signatory to this Termination and Release), at any time prior to the date hereof, any rights or interests arising under or pursuant to any Terminated Agreement, and that none of its Affiliates (not a signatory to this Termination and Release) presently holds or controls, or has the right to exercise, any rights or interests arising under or pursuant to any Terminated Agreement.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Successors and Assigns. This Termination and Release shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties named herein and their respective members, shareholders, directors, officers, employees, agents, representatives, advisors, successors, predecessors and assigns, and all other persons or entities claiming by, through or under any of them. No Party may assign either this Termination and Release or any of its rights or interests hereunder, nor delegate any of its obligations hereunder, without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), and any attempt to make any such transfer, assignment or delegation without such consent shall be null and void.

Section 4.2 Notices. All notices, requests, demands, claims or other communications required or permitted to be given or made under this Termination and Release shall be in writing and shall be deemed duly given or made if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to any E.ON Party:

E.ON U.S. LLC
220 West Main Street
Louisville, KY 40202
Facsimile: 502-627-4622
Telephone: 502-627-3665
Attn: Executive Vice President,
General Counsel & Corporate Secretary

With a Copy to:

Patrick R. Northam, Esq.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202
Facsimile: 502-587-3695
Telephone: 502-587-3774

If to Big Rivers:

Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson Kentucky 42419
Attention: President & Chief Executive Officer
Facsimile: 270-827-2558
Telephone: 270-827-2561

With a Copy to:

James M. Miller, Esq.
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Building
Post Office Box 727
Owensboro, Kentucky 42302-0727
Facsimile: 270-683-6694
Telephone: 270-691-1640

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 4.3 Governing Law. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

Section 4.4 Amendments and Waivers. This Termination and Release shall not be modified or amended except pursuant to an instrument in writing executed and delivered on

behalf of each of the E.ON Parties and Big Rivers. No waiver of any of the provisions of this Termination and Release shall be deemed to or shall constitute a continuing waiver or a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 4.5 Severability. Any term or provision of this Termination and Release which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Termination and Release or affecting the validity or enforceability of any of the terms or provisions of this Termination and Release in any other jurisdiction.

Section 4.6 Construction. The Parties have participated jointly in the negotiation and drafting of this Termination and Release. In the event an ambiguity or question of intent or interpretation arises, this Termination and Release shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Termination and Release.

Section 4.7 Incorporation. The Exhibits and Schedules identified in this Termination and Release are incorporated herein by reference and made a part hereof.

Section 4.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TERMINATION AND RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.9 Headings. The article and section headings contained in this Termination and Release are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Termination and Release.

Section 4.10 Counterparts. This Termination and Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 4.11 Further Assurances. Each of the Parties shall, at all times, and from time to time, upon the request of the appropriate Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts as may be required to consummate the transactions contemplated in this Termination and Release as they are herein contemplated. Each Party shall, and shall use its commercially reasonable efforts to assure that any necessary third party shall, execute and deliver such documents and do such other acts and things as any other Party may reasonably require for the purpose of giving to that other Party the full benefit of all the provisions of this Termination and Release, and as may be reasonably required to complete the transactions contemplated in this Termination and Release.

Section 4.12 Third Party Beneficiaries. This Termination and Release is entered into for the sole benefit of the Parties hereto and the other persons and entities expressly contemplated herein, and except as specifically provided herein, shall not confer any rights or remedies upon any person or entity other than the Parties, such other identified persons and entities and their respective successors and permitted assigns.

Section 4.13 No Other Representations. Each Party represents to the others that it has not executed this Termination and Release upon the basis of any agreement, promise, representation or warranty not specifically contained herein or in the Termination Agreement or the other Definitive Documents contemplated therein.

Section 4.14 Time of the Essence. Time shall be of the essence in the Parties' performance of their respective obligations under this Termination and Release.

Section 4.15 Survival. The provisions of this Termination and Release shall survive the execution and delivery hereof and the consummation of the transactions contemplated herein, and shall continue to be binding on and enforceable by the Parties hereto in accordance with its terms.

Section 4.16 Acknowledgment and Representation. Each Party has fully read the terms of this Termination and Release and has been represented by competent legal counsel in connection with the negotiation and execution hereof, and the effect and legal

consequences of this Termination and Release have been fully explained to each Party by its legal counsel. Each Party hereby further represents and warrants to the other Parties that such Party has not at any time assigned or transferred to any other person or entity in any manner, including by way of subrogation, operation of law or otherwise, any Claim or portion thereof that it may have had, has, may now have or may hereafter have, against any other Party hereto of the type(s) contemplated in this Termination and Release as to be released and discharged by this Termination and Release (other than such Claims as any E.ON Party may have against or in respect of any other E.ON Party but not against Big Rivers).

IN WITNESS WHEREOF, the Parties have caused this Termination and Release to be duly executed by their respective authorized officers as of the day and year first above written.

[Signatures on the Following Page]

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name:
Title:

E.ON U.S. LLC

By: _____
Name:
Title:

LG&E ENERGY MARKETING INC.

By: _____
Name:
Title:

WESTERN KENTUCKY ENERGY CORP.

By: _____
Name:
Title:

EXHIBIT A

RULES OF INTERPRETATION AND DEFINITIONS

RULES OF INTERPRETATION. In this Termination and Release, unless otherwise expressly provided herein:

1. Any term defined in this Termination and Release (including this Exhibit A and Schedule 2.1 hereto) by reference to another document, instrument or agreement shall continue to have the meaning ascribed thereto whether or not such other document, instrument or agreement remains in effect;

2. Words importing the singular include the plural and vice versa;

3. Words importing a gender include either gender;

4. A reference in this Termination and Release to a part, clause, section, paragraph, article, party, annex, appendix, exhibit, schedule or other attachment is a reference to a part, clause, section, paragraph, or article of, or a party, annex, appendix, exhibit, schedule or other attachment to, this Termination and Release unless, in any such case, otherwise expressly provided in herein;

5. A definition of or reference to any document, instrument or agreement set forth in this Termination and Release (including in this Exhibit A or Schedule 2.1 hereto) includes all amendments and/or supplements to, and any restatements, replacements, modifications or novations of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used;

6. A reference to any person or entity includes such person's or entity's successors and permitted assigns (in the designated capacity);

7. Any reference to "days" shall mean calendar days unless Business Days are expressly specified;

8. If the date as of which any right, option or election is exercisable, or the date upon which any amount is due and payable, is stated to be on a date or day that is not a Business Day, such right, option or election may be exercised, and such amount shall be deemed due and payable, on the next succeeding Business Day with the same effect as if the same was exercised or made on such date or day (without, in the case of any such payment, the payment or accrual of any interest or other late payment or charge, provided such payment is made on such next succeeding Business Day);

9. Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words of similar import shall, unless the context clearly requires otherwise, refer to the whole of the applicable document and not to any particular article, section, subsection, paragraph or clause thereof; and

10. A reference to “including” means including without limiting the generality of any description preceding such term, and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned.

SCHEDULE 2.1
TERMINATED AGREEMENTS

1. Participation Agreement;
2. Lease;
3. Power Purchase Agreement;
4. Transmission Services and Interconnection Agreement;
5. Assignment and Assumption Agreement;
6. Transformer Operation and Maintenance Agreement;
7. Meter and Telemetry Equipment Operation and Maintenance Agreement;
8. Telecommunications Agreement;
9. Systems Disturbance Agreement (1998);
10. Designated Representative/Alternate Designated Representative Appointment Agreement (Bowling);
11. Designated Representative/Alternate Designated Representative Appointment Agreement (Dewey);
12. Short Form Lease;
13. Settlement Promissory Note;
14. Promissory Note (LEM Advances);
15. Mortgage and Security Agreement, dated July 15, 1998, by Big Rivers in favor of WKEC, LEM, Station Two Subsidiary and WKE;
16. Mortgage and Security Agreement (LEM Mortgage), dated July 15, 1998, by Big Rivers in favor of LEM, WKEC, Station Two Subsidiary and WKE;
17. Guaranty;
18. Original Participation Agreement;
19. Original LEC Guaranty;
20. Settlement and Release Agreement;

21. Operating Assumptions and Practices Agreement;
22. October 20, 2003 Letter Agreement;
23. Agreement for Settlement and Release of Claims;
24. Baseline Study Agreement;
25. Agreement for Professional and Environmental Services;
26. NOx Compliance Letter
27. Software License Agreement;
28. Lease and Option Agreement (Central Lab);
29. Generation Dispatching Services Agreement;
30. Economic Development Agreement;
31. Interim Wholesale Marketing Assistance Agreement;
32. Existing Non-Disturbance Agreement;
33. Plan of Reorganization;
34. Station Two Assignment and Assumption Agreement;
35. Deed of Easement and Right-of-Way (Big Rivers);
36. Letter of Intent;
37. Letter Agreement, dated July 7, 2000, between Big Rivers and WKEC, relating to certain survey work associated with the Plant Reid gas line;
38. Transmission Service Use Agreement, dated August 1, 2002, between Big Rivers and LEM, as amended;
39. Coleman Switchyard Support Services Agreement, dated September 29, 2004, between Big Rivers and WKEC;
40. Tower Lease and Agreement, dated November 1, 2000, between Big Rivers and WKEC; and
41. **[NOTE: There may be additional agreements between Big Rivers and one or more of the WKE Parties that have not been identified by the Parties as of the Execution Date. If such additional agreements are uncovered, they will be added to this Schedule 2.1 prior to the Closing (unless they are addressed in the Station Two Termination and Release Agreement).]**

EXHIBIT C

INVENTORY BILL OF SALE

THIS INVENTORY BILL OF SALE ("Bill of Sale") is made as of the ____ day of _____, 2007, by WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation and the successor by merger of Western Kentucky Leasing Corp., Station Two Subsidiary and WKE ("WKEC"), to and in favor of BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural cooperative corporation ("Big Rivers").

RECITALS:

A. WKEC, Big Rivers and others are parties to that certain Transaction Termination Agreement dated March 26, 2007 (the "Termination Agreement"), pursuant to which, among other transactions, WKEC agreed to convey to Big Rivers at the Closing all of WKEC's right, title and interest in and to certain inventories of coal (including coal fines), synthetic fuel, petroleum coke, fuel oil, DBA (Reagent), lime, hydrated lime, limestone, fixation lime, sodium sulfite, ammonia, spare parts, materials and supplies held by WKEC on the date hereof in connection with the operation of the Generating Plants.

B. In order that Big Rivers shall be in possession of an instrument vesting title in it to such inventories, WKEC desires to execute and deliver this Bill of Sale.

C. This is the "Inventory Bill of Sale" contemplated in Subsection 3.2(b) of the Termination Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by WKEC:

1. Definitions. Capitalized terms used but not defined herein (including the Recitals) shall have their same respective meanings as in the Termination Agreement.

2. Transfer of Assets. WKEC hereby sells, transfers, conveys, assigns and delivers unto Big Rivers, its successors and assigns, all rights, title and interest of WKEC under, in and to the Inventory determined as contemplated in Article 4 of the Termination Agreement, free and clear of all Liens created by, through or on behalf of, WKEC.

TO HAVE AND TO HOLD such Inventory, unto Big Rivers, its successors and assigns, and for its and their own use, forever.

3. No Warranty. WKEC makes no representation or warranty as to the condition, state of repair or suitability of the Inventory, and is hereby conveying the Inventory contemplated above to Big Rivers "AS IS, WHERE IS AND WITH ALL FAULTS." EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIENS EXPRESSLY CONTEMPLATED IN SECTION 2 ABOVE, WKEC HEREBY EXPRESSLY DISCLAIMS

ALL IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Further Assurances.** WKEC hereby covenants and agrees that it will, from time to time, at the reasonable request of Big Rivers and without further consideration, take such additional actions and duly execute and deliver to Big Rivers, its successors or assigns, such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title or reduce to possession the Inventory described above in or to Big Rivers, its successors and assigns.

5. **Governing Law.** This Bill of Sale shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

6. **No Modification to Termination Agreement.** This Bill of Sale is delivered pursuant to the Termination Agreement, is subject in all respects to the provisions thereof, and is not intended and shall not be construed to alter or otherwise modify the provisions of the Termination Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed on behalf of WKEC by its duly authorized officer as of the day and date first above written.

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

EXHIBIT D

PERSONAL PROPERTY BILL OF SALE

THIS INVENTORY BILL OF SALE ("Bill of Sale") is made as of the ____ day of _____, 2007, by WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation and the successor by merger of Western Kentucky Leasing Corp., Station Two Subsidiary and WKE ("WKEC"), to and in favor of BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural cooperative corporation ("Big Rivers").

RECITALS:

A. WKEC, Big Rivers and others are parties to that certain Transaction Termination Agreement dated March 26, 2007 (the "Termination Agreement"), pursuant to which, among other transactions, WKEC agreed to convey to Big Rivers at the Closing all of WKEC's right, title and interest in and to certain items of the personal property held by WKEC and used in connection with the operation of the Generating Plants.

B. In order that Big Rivers shall be in possession of an instrument vesting title in it to such items of personal property, WKEC desires to execute and deliver this Bill of Sale.

C. This is the "Personal Property Bill of Sale" contemplated in Subsection 3.2(c) of the Termination Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by WKEC:

1. Definitions. Capitalized terms used but not defined herein (including the Recitals) shall have their same respective meanings as in the Termination Agreement.

2. Transfer of Assets. WKEC hereby sells, transfers, conveys, assigns and delivers unto Big Rivers, its successors and assigns, all rights, title and interest of WKEC under, in and to the Personal Property, free and clear of all Liens created by, through or on behalf of, WKEC.

TO HAVE AND TO HOLD the Personal Property, unto Big Rivers, its successors and assigns, and for its and their own use, forever.

3. No Warranty. WKEC makes no representation or warranty as to the condition, state of repair or suitability of the Personal Property, and is hereby conveying the Personal Property to Big Rivers "AS IS, WHERE IS AND WITH ALL FAULTS." EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIENS EXPRESSLY CONTEMPLATED IN SECTION 2 ABOVE, WKEC HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **Further Assurances.** WKEC hereby covenants and agrees that it will, from time to time, at the reasonable request of Big Rivers and without further consideration, take such additional actions and duly execute and deliver to Big Rivers, its successors or assigns, such additional instruments and documents, as may be reasonably required in order to assign, transfer, vest title or reduce to possession the Personal Property in or to Big Rivers, its successors and assigns.

5. **Governing Law.** This Bill of Sale shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

6. **No Modification to Termination Agreement.** This Bill of Sale is delivered pursuant to the Termination Agreement, is subject in all respects to the provisions thereof, and is not intended and shall not be construed to alter or otherwise modify the provisions of the Termination Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed on behalf of WKEC by its duly authorized officer as of the day and date first above written.

WESTERN KENTUCKY ENERGY CORP.

By: _____

Title: _____

LOU: 1299611-2

Exhibit E – Assignment
and Assumption of
Contracts

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This ASSIGNMENT AND ASSUMPTION OF CONTRACTS, dated as of [] (this "Assignment"), among BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural cooperative corporation ("*Big Rivers*"), WESTERN KENTUCKY ENERGY CORP., a Kentucky corporation and the successor by merger of Western Kentucky Leasing Corp., Station Two Subsidiary and WKE ("*WKEC*"), and LCC, LLC, a Kentucky limited liability company ("LCC").

RECITALS:

A. WKEC, Big Rivers and others are parties to that certain Transaction Termination Agreement dated March 26, 2007 ("*Termination Agreement*"), pursuant to which, among other transactions, WKEC agreed to convey to Big Rivers at the Closing all of WKEC's right, title and interest in and to certain contracts, agreements, leases, licenses and/or other instruments to which WKEC is a party, and Big Rivers agreed to assume all of the obligations of WKEC under or pursuant to those contracts, agreements, leases, licenses and/or other instruments.

B. In order that Big Rivers shall be in possession of an instrument vesting title in it to such contracts, agreements, leases, licenses and/or other instruments, and in order that WKEC shall be in possession of an instrument evidencing Big Rivers' assumption of the obligations of WKEC under or pursuant to such contracts, agreements, leases, licenses and/or other instruments, WKEC and Big Rivers desire to execute and deliver this Assignment.

C. Included among the agreements to be assigned to Big Rivers at the Closing are (a) a Farm Lease and Security Agreement dated March 1, 2006, between LCC and Sean Taylor, and (b) a Farm Lease and Security Agreement dated March 1, 2006, between LCC and each of Steve and Ronna Ogle (collectively, the "Farm Leases"), and LCC has agreed to become a party to this Assignment in order to effect the assignment and transfer of the Farm Leases to Big Rivers.

D. This is the "Assignment and Assumption of Contracts" contemplated in Subsection 3.2(d) of the Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other valuable consideration, the receipt of which is hereby acknowledged, WKEC, LCC and Big Rivers agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Assignment (including the Recitals) and not otherwise defined herein shall have the meanings set forth in the Termination Agreement. The rules of interpretation set forth in Exhibit A to the Termination Agreement shall apply to this Assignment, provided, however, that any reference in this Assignment to sections, paragraphs and clauses are to sections, paragraphs and clauses in this Assignment unless otherwise indicated.

ARTICLE 2

ASSIGNMENT AND ASSUMPTION

Section 2.1 Assignments by WKEC and LCC. Except as otherwise provided below, WKEC hereby sells, grants, assigns, transfers and conveys to Big Rivers all of WKEC's rights, title and interest in, to and under each of the contracts, agreements, leases, licenses and/or other instruments set forth or identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "*Contracts*"), and LCC hereby sells, grants, assigns, transfers and conveys to Big Rivers all of LCC's rights, title and interest in, to and under each of the Farm Leases, in each case free and clear of all Liens created by, through or on behalf of, WKEC or LCC (the Farm Leases and the Contracts are collectively referred to herein as the "*Assigned Contracts*"). The foregoing sales, grants, assignments, transfers and conveyances to Big Rivers shall include any performance bonds or other forms of guaranty or surety that may have been posted by or for any Contract Counterparty to or in favor of WKEC as support for the payment or performance by that Contract Counterparty of its debts or obligations to WKEC under its Assigned Contract. Notwithstanding the preceding two sentences, the foregoing sales, grants, assignments, transfers and conveyances to Big Rivers shall not include, and WKEC and LCC each hereby expressly reserves and retains: (a) any and all rights of defense, defenses and counterclaims that WKEC or LCC may have in respect of any actual or alleged breach or default on the part of WKEC or LCC, or their respective predecessors, under or pursuant to any Assigned Contract occurring at any time following the Effective Date through and including the date of this Assignment; and (b) any accounts receivable (including associated rights of collection), cash on hand or other current assets of WKEC or LCC, and any proceeds of the Assigned Contracts received prior to the Closing.

Section 2.2 Assumption by Big Rivers. Big Rivers hereby accepts such assignment, assumes and agrees to perform, fulfill and timely discharge all of the obligations, duties and responsibilities of WKEC or LCC (as applicable) which first arise or accrue after the date hereof under or pursuant to each of the Assigned Contracts in accordance with their respective terms, and agrees that, from and after the date hereof, it is unconditionally bound to perform, fulfill and timely discharge all such obligations, duties and responsibilities of WKEC or LCC under or pursuant to each Assigned Contract in accordance with their respective terms; provided, however, that consistent

with Section 3.6 of the Termination Agreement, the foregoing assumption by Big Rivers shall not include any obligations of WKEC for (a) the payment to any Vendor for commodities or services delivered to WKEC (or to any of its predecessors) at any time through the Closing or for commodities included in the Personal Property or the Inventory, or (b) the payment of rental amounts owing to lessors of equipment, furniture or fixtures under any Assigned Contract and attributable to any period following the Effective Date and through the Closing.

ARTICLE 3

NO EFFECT ON INDEMNITY; DISCLAIMER

The assumption by Big Rivers of the obligations, duties and responsibilities of WKEC and LCC under the Assigned Contracts in accordance with Section 2.2 of this Assignment shall not in any way affect any obligation of WKEC to indemnify Big Rivers for any Assigned Contract Counterparty claims pursuant to Subclause (y) of Section 16.1 of the Termination Agreement. The provisions of this Assignment and the conveyances by WKEC made hereby shall, however, be subject to the disclaimer(s) and other provisions set forth in Subsection 11.1(p) of the Termination Agreement.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

Section 4.2 Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

Section 4.3 Severability. Any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

Section 4.4 Headings. The article and section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

Section 4.5 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 4.6 No Modification to Termination Agreement. This Assignment is delivered pursuant to the Termination Agreement, is subject in all respects to the provisions thereof, and is not intended and shall not be construed to alter or otherwise modify the provisions of the Termination Agreement.

Section 4.7 Further Assurances. Each of WKEC, LCC and Big Rivers covenants and agrees promptly to execute, deliver, file or record, or cause to be executed, delivered, filed or recorded, such other agreements, instruments, certificates and other documents, and to do and perform such other and further actions, as the other party may reasonably request or as may otherwise be necessary or proper to effectuate the transactions contemplated in this Assignment in accordance with its terms, or otherwise to effect the purposes of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

**BIG RIVERS ELECTRIC
CORPORATION**

By: _____
Name:
Title:

**WESTERN KENTUCKY ENERGY
CORP.**

By: _____
Name:
Title:

LCC, LLC

By: _____
Name:
Title:

EXHIBIT A
ASSIGNED CONTRACTS

**[Schedule 5.1 of the Termination Agreement to be attached
as this Exhibit A once finalized as of the Closing in
accordance with Section 5.1 of the Termination Agreement.]**

LOU: 1303421-3

EXHIBIT F-1

DEED

THIS DEED made and entered into on this the _____ day of _____, 200____, by and between Western Kentucky Energy Corp., a Kentucky corporation, P.O. Box 1518, Henderson, Henderson County, Kentucky 42420, FIRST PARTY; and Big Rivers Electric Corporation, 201 Third Street, Henderson, Henderson County, Kentucky 42420, SECOND PARTY.

WITNESSETH: That for and in consideration of the sum of THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$325,000.00) cash-in-hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, FIRST PARTY has granted, bargained and sold, and does by these presents grant, bargain, sell and convey unto SECOND PARTY, its successors and assigns forever, with Covenant of Special Warranty, the following described real property located in Henderson County, Kentucky, to-wit:

See Exhibit A Attached Hereto

TO HAVE AND TO HOLD the above described real estate together with all of the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto SECOND PARTY, its successors and assigns forever.

FIRST PARTY hereby specially covenants with SECOND PARTY, its successors and assigns, that FIRST PARTY will forever warrant and defend the real property and improvements conveyed hereby to SECOND PARTY, its successors and assigns, against every person lawfully claiming the same or any part thereof by, through or on behalf of FIRST PARTY, but not otherwise, and that the real property and improvements conveyed hereby are free and clear of all mortgages, liens, pledges, charges, security interests, encumbrances, rights of way and servitudes

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of any kind (collectively, "Liens") created by, through or on behalf of FIRST PARTY, but not otherwise, in each case except for (a) Liens of record on _____¹ relating to rights of way, easements, licenses, other access rights and other rights of use that burden said real property and/or improvements, (b) governmental laws, rules, regulations and restrictions affecting said real property and/or improvements, and (c) the lien of current ad valorem taxes not yet due and payable, it being understood that SECOND PARTY takes said real property and improvements subject to all terms and conditions of the instruments, liens and other items or matters described in subclauses (a), (b) and (c) above.

SECOND PARTY accepts possession of the real property and improvements conveyed herewith in the present physical condition of such real property and improvements AS IS, WHERE IS, AND WITH ALL FAULTS. SECOND PARTY acknowledges that it has been given complete and unrestricted access to the real property and improvements for purposes of performing environmental due diligence, and, on behalf of itself, its successors and assigns, hereby releases FIRST PARTY, and each of FIRST PARTY'S officers, directors, and employees, from any losses, damages, obligations, demands or claims arising from any environmental problems or conditions, now known or subsequently discovered, relating to the real property or improvements. FIRST PARTY makes no warranties, express or implied with respect to the physical condition of the real property or the improvements on such property other than the special warranty of title as heretofore provided.

¹ NOTE: the date which is 5 Business Days prior to the Execution Date.

FIRST PARTY and SECOND PARTY certify that the consideration reflected in this deed is the full consideration paid by SECOND PARTY to FIRST PARTY for the above-described real estate.

IN TESTIMONY WHEREOF, witness the signatures of FIRST PARTY and SECOND PARTY on this the day and date first hereinabove written.

FIRST PARTY:

Western Kentucky Energy Corp.

By: _____
Title: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF HENDERSON

The foregoing Deed of Conveyance was acknowledged, subscribed and sworn to before me by _____ as _____ of Western Kentucky Energy Corp., on behalf of said corporation, on this the ____ day of _____, 200 ____.

Notary Public, KY State at Large
My commission expires: _____

SECOND PARTY:

Big Rivers Electric Corporation

By: _____
Michael H. Core, President/CEO

COMMONWEALTH OF KENTUCKY
COUNTY OF HENDERSON

The foregoing Deed of Conveyance was acknowledged, subscribed and sworn to before me by Michael H. Core as President/CEO of Big Rivers Electric Corporation, on behalf of said corporation, on this the ____ day of _____, 200__.

Notary Public, KY State at Large
My commission expires: _____

THIS INSTRUMENT PREPARED BY:

William R. Dexter, Esq.
Sullivan, Mountjoy, Stainback & Miller, PSC
100 St. Ann Building, P.O. Box 727
Owensboro, KY 42302-0727

EXHIBIT A

“New Lot 2” on the plat of record in Plat Book 7, page 799, and described as follows:

A certain tract or lot located near the northeast intersection of Water Street and Third Street in the City of Henderson, Kentucky, and being more particularly described as follows:

Unless otherwise noted, any monument referred to herein as a “pin and cap” is a set 5/8” diameter, smooth sided iron pin, eighteen inches in length, with cap stamped P.L.S. # 2532. All bearings stated hereon are referred to a plat in Plat Book 7, Page 795.

Beginning at a P.K. nail set at the northwest corner of Lot 1 Big Rivers Minor Subdivision, a plat of which is recorded in Plat Book 7, Page 795 in the Henderson County Court Clerk’s Office, said P.K. nail also being in the east right-of-way line of Water Street; thence with said east right-of-way line, North 26 degrees 47 minutes 43 seconds East, a distance of 108.16 feet to a pin and cap set in said east right-of-way line, said pin and cap also being the southwest corner of Norris Priest property recorded in Deed Book 388 Page 30; thence with said Priest property, South 63 degrees 12 minutes 17 seconds East, a distance of 104.33 feet to a pin and cap set at the southeast corner to said Priest property; thence with said Priest property and William & Thomas Latta property recorded in Deed Book 333 Page 22, North 26 degrees, 47 minutes 43 seconds East, a distance of 121.51 feet to a pin and cap set at a corner of L&N Railroad property recorded in Deed Book 105 Page 51; thence with said Railroad property, South 63 degrees 12 minutes 17 seconds East a distance of 104.38 feet to a pin and cap set at another corner of L&N Railroad property recorded in Deed Book 105 Page 51, said pin and cap also being in the west line of Norris Priest property recorded in Deed Book 427 Page 354; thence with said Priest property and with Norris Priest property recorded in Deed Book 359 Page 127, James Harmon property recorded in Deed Book 368 Page 705, South 26 degrees 47 minutes 43 seconds West, a distance of 114.95 feet to a pin and cap set in asphalt, said pin and cap also being the southwest corner of said James Harmon property, said pin and cap also being in the north line of Norris Priest property recorded in Deed Book 333 Page 404; thence with said Priest property and a 5 foot alley, North 63 degrees 12 minutes 17 seconds West, a distance of 8.71 feet to a pin and cap set in the west line of said 5 foot alley; thence with said west line of said alley, South 26 degrees 47 minutes 43 seconds West, a distance of 112.32 feet to a point in the west line of said alley; thence leaving said alley and severing Lot 1 Big Rivers Minor

Subdivision, of which this description is a part, North 63 degrees 53 minutes 28 seconds West a distance of 200.01 feet to the point of beginning and containing 34017.53 square feet and being subject to all legal and written easements and rights-of-way. This description was prepared from a physical survey conducted under the direction of Dennis E. Branson, Ky. PLS # 2532 on May 17, 2000.

This property is benefited by that certain License Agreement dated April 5, 1991 of record in Deed Book 414, page 52, Office of the Henderson County Court Clerk.

AND BEING the same property conveyed to FIRST PARTY by SECOND PARTY by deed dated September 19, 2000, of record in Deed Book 499, page 188, Office of the Henderson County Court Clerk.