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Materials and Contracts List by Expiration Date	Electronic	01/15/06
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Materials and Contracts List by Vendor	Electronic	01/12/06
G2 Met 05-053 report.pdf	Electronic	01/12/06
G2 HEP 05-058 report pdf	Electronic	01/12/06
G2 HEP 05-058A Report.pdf	CD	01/12/06
4th Qtr 2005 Emissions WKE Wilson Unit 1 (Envt)	Electronic	90/11/10
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4th Ott 2005 Emissions WKE Green Unit 2 (Envr)	Electronic	90/11/10
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H2-05-08 Outage	Electronic	90/11/10
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Fuels Inventory as of 12/31/05	Personal Property List as of 10/31.'05	12 2005 Wilson Performance and Fuel Data.xls	Combustion Turbine Generation 2005.pdf	G1 2005 Fuel Data.xls	G1 fgd 2005.xls	G2 2005 Fuel Data.xls	G2 fgd 2005.xls	H1 2005 Fuel Data.xls	H1 fgd 2005.xls	H2 2005 Fuel Data.xls	H2 fgd 2005.xls	R1 2005 Fuel Data.xls	2005 Sebree Station Energy Reports.xls	2004 NOx Plan Review thru Sept.pdf	2005 BREC NBV Recon.xls	Malfunction Reports 011906.pdf	Outage Forecast of 01 2006.xls	Coleman FGD Schedule UpDate 1-12-06.pdf	Coleman FGD-PM report December 2005.pdf	Coleman RO Water 2005.xls	C1 Water 2005.xls	C2 Water 2005.xis	C3 Water2005.xls	Coleman Fuel and Performance year end 2005.xls	Sebree 2006-20008 Station Plan	Coleman 2006-2010 Station Plan	FGD STA2 2005.xls	Boiler G1 2005.xls	Boiler R1 2005.xls	Bioler G2 2005.xls	Boiler H1 2005.xls	Boiler H2 2005.xls	Sebree IUCS 2005.xls	FGD G1 2005.xls	FGD G2 2005.xls	Wilson Dec 05 Maintenance Report.PDF	Wilson Jan06 Maintenance Report.pdf	Malfunction Reports 012306.pdf	Wilson 2006-2010 Station Plan	C1(UO2)121405.pdf	C3(UO1)122905.pdf
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H1 02 2006 Fuel Data.xls	Electronic	04/12/06
G2 02 2006 Fuel Data.xls	Electronic	90/21/10
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R1 02 2006 Fuel Data.xls	Electronic	90/21/40
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1bq.e0-a0-sH	Electronic	90/72170
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Water Balance Diagrams for each station	Electronic	90/14/06
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Wilson Form R Report - 2006.pdf	Electronic	90/87/20
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Kbdes 54836 05 28 2006.pdf	Electronic	90/82/70
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KbDE2 1931 04 58 5006.pdf	Electronic	90/82/70
KPDES 1937 03 28 2006-pdf	Electronic	90/87/20
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H1 Turbine Bearing Inspection Fall 2005.pdf	Electronic	90/87/70
1bq.hoqs/finalent Report.pAQ	Electronic	90/87/40
Coleman Title V test protocol.pdf	Electronic	07/28/06
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	WKE RE1 A1-H03E C-2004.JPG	Electronic	12/03/06
	WKE RE1 MS Hangers Cold 2003-Final Report	Electronic	12/03/06
	RE1 MS Hanger Photo Record_COLD_2003.xls	Electronic	12/03/06
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	WKE Report Cover Letter_Keith Scott.doc	Electronic	12/03/06
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119N - Dec 2006 Maintenance Report.xls	Electronic	200016616

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WKE Hg - 2006.pdf	Memo Style.pdf AsFna Coleman ndf	O&M Non-Labor-Feb 07 xis	12-06 Recon.xls	CUMULATIVE NBV RECON.XLS	2007 Units of Property List.xis	BREC Capital-0207.xls	02 28 2007 1929 pdf	02 28 2007 1937.pdf	02 28 2007 54836.pdf	WK07S019B.pdf	WK07S018B.pdf	WK07S017B.pdf	WK07S047U.pdf	WK07G030B.pdf	WK07W043U.pdf	R1-07-05.xls	02 2007 Wilson Maintenance Report xls	02 2007 Wilson.xls	WILSONLIMESTONE2006.xls	FEBRUARY2007P-O-T.doc	CAP-0207.xls	Feb 2007 Maintenance Report xls	G2-07-05.xls	H1-07-01.xis	G1-07-03.xls	G1-07-04.xls	G2-07-01.xls	G2-07-02.xls	G2-07-03.xls	G2-07-04.xls	H1-07-02.xls	02 21 2007 DAQ R1 T5 Part Test Prot ndf	02162007-2006 Emisions Inventory Data adf	02152007 1937.pdf	02152007 Wilson T5.pdf	02152007 Green T5.pdf	02152007 Reid Sta2 T5.pdf	02142007 12-06 DMR 1929.pdf	02152007 DAQ Ambient Report.pdf	03022007 Green DAQ.pdf
Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic
3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007	3/16/2007

Schedule 11.1 (m)

Sebree Station Mooring Cell Inspection Report	Electronic	3/21/2007
Titan HMP&L Unit One Boile Repair Job #0521125	Slectronic	3/21/2007
slx.3002_flbgt	Slectronic	3/16/2007
slx.3005_Sgbgf	Slectronic	3/16/2007
slx.3005_fgbgł	Electronic	3/16/2007
br1_2006.xls	Electronic	3/16/2007
six.800S_Srid	Electronic	3/16/2007
six.8005_r4d	Electronic	3/16/2007
slx.8005_Sgd	Electronic	3/16/2007
slx.8005_f gd	Electronic	3/16/2007
incs_2006.xls	Electronic	3/16/2007
1bq.DAO ATAA 700SE1SO	Electronic	3/16/2007

Electronic 03022007 Wilson DAO.pdf

Additionally, all reports and studies (i) provided to Big Rivers (David Spainhoward, Travis Horsley and/or Mike Thompson) from Tom DePaull and/or Rob Toerne in response to specific requests by Big Rivers as part of Big Rivers and diligence including, without limitation, those contained on scanned environmental files sent via CD to Big Rivers on November 30, 2006 and Coleman FCD Testing 100MB file sent via CD to Big Rivers on December 28, 2006; or (ii) which Big Rivers had access to in connection with its on-site environmental due diligence

3/16/2007

Schedule 11.1(n)

<u>Disputes</u> (City or City Utility Commission)

- 1. With regard to City Utility Commission's reserved capacity from Station Two, there is a question whether WKEC has an obligation to pay the City Utility Commission for energy that the City Utility Commission does not schedule or take ("Excess Henderson Energy") during a particular hour, when the City Utility Commission does not provide WKEC with a schedule in advance stating how much Excess Henderson Energy is available for WKEC's use. The parties are in discussions in an attempt to resolve these issues.
- 2. With regard to the City Utility Commission's power purchases from LEM pursuant to the Agreement With Respect to Operating Reserves and Amendment No. 1 to System Reserves Agreement dated July 15, 1998, there is a question regarding price. The parties are in discussions in an attempt to resolve this issue.
- 3. Any unresolved items set forth on the following letters from C.B. West of Stoll Keenon Ogden: (a) that certain letter dated February 9, 2006 to Rob Toerne of WKEC regarding items that the City Utility Commission stated required resolution prior to executing a release in favor of WKEC and E.ON; and (b) that certain letter dated June 22, 2006 to James M. Miller, Sullivan, Mountjoy, Stainback & Miller and Tim Dowdy, E.ON U.S. LLC regarding points of discussion and agreements reached during a meeting with the City Utility Commission on June 14, 2006.
- 4. With regard to payment by WKEC of the deductible amount pursuant to an insurance claim in connection with a thermal excursion on the Henderson Unit 1 that occurred on August 23, 2004, WKEC requested that the City Utility Commission pay its capacity share of the deductible amount (an amount equal to \$60,897.44). The City Utility Commission has asserted that the accident was a result of negligence on the part of WKEC and, therefore, it is not contractually obligated to reimburse WKEC for its share of the deductible. WKEC disagrees. The parties are in discussions in an attempt to resolve this issue.
- 5. With regard to the fuel inventory at Station Two, an annual physical fuel inventory taken in 2006 showed less fuel in inventory than WKEC showed on its books. WKEC took a fuel inventory adjustment, but the City Utility Commission has yet to accept the new inventory and has not taken such an adjustment to its inventory.

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Schedule 11.1 (o)(i)

LIENS ON OWNED INTELLECTUAL PROPERTY

None

Schedule 11.1 (o)(ii)

LIENS ON INTELLECTUAL PROPERTY LICENSES - NO CONSENT REQUIRED

None

Schedule 11.1 (o)(iii)

LIENS ON INTELLECTUAL PROPERTY LICENSES - CONSENT REQUIRED

System Order leasing agreement between SupplyPro, Inc. and Western Kentucky Energy Corp., executed by the parties on May 31, 2005, June 1, 2005 and August 24, 2005 (WKE PO #104795) relating to SupplyPro automated or computer-operated supply cabinets ordinarily located at the Coleman and Wilson Power Stations. As noted on Schedule 11.1(f), a lien exists with respect to this agreement and the collateral includes software or intellectual property associated with the cabinets.

Schedule 11.1 (o)(iv)

LIENS ON SUPPORT SERVICES INTELLECTUAL PROPERTY

None

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Schedule 11.1(o)(v)

INTELLECTUAL PROPERTY NEEDED TO OPERATE GENERATING PLANTS

None

Schedule 11.1(o)(vi)

INTELLECTUAL PROPERTY (OTHER THAN COMPUTER SOFTWARE) AVAILABLE FOR USE

None

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Schedule 11.2(f)

Existing Big Rivers Litigation

- 1. EPA Section 114 New Source Review inquiry regarding the Reid, Wilson and Coleman Plants (initiated September 19, 2000).
- 2. Proceeding before the KPSC to approve Transaction.

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.
- 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 scasonal 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 ELECTRATE CORPORATION
By: 1 les the
Name: Michael Core
Title: President
LG&E ENERGY MARKETING INC.
By:
Name: Paul W. Thompson
Title: Senior Vice President
WESTERN KENTUCKY ENERGY CORP.
Ву:
Name: Paul W. Thompson
Title: President

OHS East: 160168513.9

GUARANTEE

This Guarantee (this "Guarantee") is made and entered into as of this 26th day of March, 2007, between (i) E.ON U.S. LLC, a Kentucky limited liability company ("E.ON U.S."), and (ii) Big Rivers Electric Corporation, a Kentucky rural electric cooperative ("Big Rivers") (collectively, the "Parties").

RECITALS:

- A. Reference is made to that certain Transaction Termination Agreement of even date herewith (the "Termination Agreement") among Big Rivers, Western Kentucky Energy Corp., a Kentucky corporation ("WKEC"), and LG&E Energy Marketing Inc., an Oklahoma corporation ("LEM", and together with WKEC, the "WKE Parties"), pursuant to which, among other transactions, Big Rivers and the WKE Parties have agreed to terminate and release certain agreements between or among them and to extinguish certain property interests vested in one or more of them, in each case upon the terms and subject to the conditions set forth in the Termination Agreement and, upon the "Closing" (as defined in the Termination Agreement), in the other agreements and instruments set forth or identified on Exhibit S attached to the Termination Agreement (the Termination Agreement, and such other agreements and instruments set forth or identified on Exhibit S to the Termination Agreement, being collectively referred to in this Guarantee as the "Definitive Documents"). For ease of reference, Exhibit S to the Termination Agreement has been attached to this Guarantee as Exhibit A, and is incorporated herein by reference and made a part hereof.
- **B.** E.ON U.S. owns, directly or indirectly, all of the voting stock of each WKE Party, and will derive substantial benefits from the transactions contemplated by the Termination Agreement, which benefits are hereby acknowledged by E.ON U.S.
- C. This Guarantee is being executed and delivered by E.ON U.S. as a material inducement for the execution and delivery of the Termination Agreement by Big Rivers, and was a condition precedent to the execution and delivery of the Termination Agreement by Big Rivers. This Guarantee constitutes the "E.ON Guaranty" referred to in Section 14.6 of the Termination Agreement.
- **D.** Terms defined in the Definitive Documents and used (but not defined) in this Guarantee shall be deemed to have the meaning in this Guarantee assigned to them in the Definitive Documents. The rules of construction set forth in <u>Exhibit A</u> to the Termination Agreement shall apply to this Guarantee.

AGREEMENT:

Now, THEREFORE, the Parties, for valuable consideration, hereby agree as follows:

1. Guarantee. Subject to the limitations expressly provided for in this Guarantee, E.ON U.S. hereby unconditionally guarantees to and for the benefit of Big Rivers, its successors and permitted assigns, the due and punctual payment, performance and discharge by each WKE Party of its respective present and future obligations to Big Rivers arising under the Termination Agreement and, upon their execution and delivery by the parties thereto, to Big Rivers arising

under the other Definitive Documents to which that WKE Party may become a signatory, from and after the respective effective dates of those Definitive Documents, but subject to all of the terms and conditions of the Termination Agreement and those other Definitive Documents as so executed and delivered. By way of example and not of limitation, any WKE Party's action in withholding payments owed to Big Rivers under any of the Definitive Documents, based on a WKE Party's exercise of a set-off, dispute resolution, cure or any other right under any of the Definitive Documents, shall not constitute an instance of a failure to perform that WKE Parties' obligations for the purposes of this Guarantee. E.ON U.S. agrees that if any of the WKE Parties shall fail to perform when due any of its obligations to Big Rivers under any of the Definitive Documents, E.ON U.S. will perform, or will cause to be performed, such obligations forthwith. The provisions of this Guarantee shall extend to and be applicable to all renewals, replacements. amendments, extensions, consolidations and modifications of any Definitive Document, and any and all references herein to the Definitive Documents or any of them shall be deemed to include any such renewals, replacements, amendments, extensions, consolidations and modifications thereof and supplements thereto, in each case without consent by E.ON U.S. (unless such consent is required to be obtained by the terms of the applicable Definitive Document). This is an unconditional, irrevocable and continuing guarantee in accordance with (and subject to) the terms hereof and, subject to the provisions of Section 17 of this Guarantee, shall remain in full force and effect and be binding upon E.ON U.S. and its successors until all of the present and future obligations to Big Rivers, its successors or assigns, guaranteed hereunder have been satisfied in full, including via termination, expiration, waiver or release.

2. EFFECTIVE DATE; APPLICATION TO FUTURE DOCUMENTS. The Parties agree that this Guarantee shall be effective and enforceable from and after the date first written above, and shall become applicable to each Definitive Document as and when such Definitive Document shall have been fully executed and delivered by each intended signatory thereto (whether contemporaneous with or following the execution and delivery of this Guarantee), but not before, in each case without notice or further action on the part of any Party.

3. WAIVERS.

(a) E.ON U.S. expressly waives the acceptance of this Guarantee by Big Rivers. protest, notice of protest and notice of dishonor or nonpayment of any instrument evidencing any indebtedness of any of the WKE Parties (except in those instances in which there exists a bona fide right of set off or dispute as to the liability or obligation of performance for the applicable WKE Party under the provisions of any Definitive Document), any right to require the pursuit of any remedies against any of the WKE Parties, including commencement of suit, before enforcing this Guarantee, any right to have any security or the right of set off applied before enforcing this Guarantee, all diligence in collection and enforcement, and any failure or delay by Big Rivers in the protection or exercise of Big Rivers' rights as against any of the WKE Parties, in each case other than (i) the expiration of any applicable statute of limitations, (ii) the expiration of the right of Big Rivers to seek or compel performance from the applicable WKE Party, or (iii) as described or contemplated in the limitations provisions of Section 9 of this Guarantee (but in each such case (i), (ii) or (iii), subject to Section 5 of this Guaranty). Before enforcing this Guarantee against E.ON U.S. (by reason of a default on the part of a WKE Party under any of the Definitive Documents) at any time after E.ON U.S. has given notice hereunder to Big Rivers that E.ON U.S. no longer owns (directly or indirectly) at least a majority of the issued and

outstanding capital stock of that WKE Party, Big Rivers shall give E.ON U.S. written notice of such default, and shall initiate the giving of such notice to E.ON U.S. at the same time and in the same manner as notice of the default is provided to that WKE Party. E.ON U.S. shall be permitted to cure any default by a WKE Party within the time permitted by the applicable Definitive Document, which cure period for E.ON U.S. shall run concurrently with the cure period set forth in the applicable Definitive Document.

(b) Other than as set forth in Section 3(a) above, E.ON U.S. hereby waives and agrees not to assert or to take advantage of any defense based upon: (i) any incapacity or lack of authority of E.ON U.S. or any incapacity, lack of authority, death or disability of any other person or entity (other than Big Rivers); (ii) any lack of notice to which E.ON U.S. might be entitled other than pursuant to this Guarantee; (iii) the inaccuracy of any representation by any of the WKE Parties contained in any of the Definitive Documents; (iv) any assertion or claim that the automatic stay provided by 11 U.S.C. § 362 (arising upon the voluntary or involuntary bankruptcy proceeding of any of the WKE Parties) or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Big Rivers to enforce any rights, whether now existing or hereafter acquired, which Big Rivers may have against E.ON U.S.; or (v) any action, occurrence, event or matter consented to by E.ON U.S. under Section 4 hereof, under any other provision hereof, or otherwise.

4. Consents.

- (a) E.ON U.S. consents and agrees that renewals and extensions of time of any obligation, surrender, release, exchange, substitution, dealing with or taking of collateral, modifying any obligations of, taking or release of other guarantors, abstaining from taking advantage of or realizing upon any collateral security or other guarantee and any and all other forbearances or indulgences granted by Big Rivers to any of the WKE Parties may be made, granted or effected by Big Rivers without notice to E.ON U.S. and without affecting in any manner E.ON U.S.'s liability hereunder.
- (b) Other than as set forth in Section 3(a) above, the liability of E.ON U.S. under this Guarantee shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against any of the WKE Parties. In the event that, on account of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, any of the WKE Parties shall be relieved of or fail to incur any debt, obligation or liability as provided in the Definitive Documents, E.ON U.S. shall nevertheless be fully liable therefore in accordance with the terms of those Definitive Documents.
- 5. INSOLVENCY PROCEEDINGS. In the event that any of the WKE Parties becomes the subject of any insolvency proceedings, including bankruptcy, reorganization and receivership, this Guarantee specifically includes any amount paid to Big Rivers pursuant to a Definitive Document which Big Rivers may be required to repay on account of an avoided transfer or preference. Regardless of the performance of the obligations hereby guaranteed, the liability of

E.ON U.S. to Big Rivers will continue until 30 days after the expiration of the longest of any potentially applicable federal or state statute of limitation relating to preferences or fraudulent transfers with respect to any Definitive Document, subject to Section 17 below. Big Rivers shall not be obligated to file any claim against any of the WKE Parties relating to the obligations hereby guaranteed in the event that any of the WKE Parties becomes subject to such insolvency proceedings, and the failure of Big Rivers so to file shall not affect E.ON U.S.'s obligations hereunder.

6. SUBORDINATION OF CLAIMS. E.ON U.S. subordinates E.ON U.S.'s claims against any of the WKE Parties (including any rights of subrogation and the rights to payment, collection, or enforcement of any present or future debt, liability or obligation of any of the WKE Parties to E.ON U.S.) to any claims of Big Rivers against any WKE Party. E.ON will not exercise any right it may have by way of subrogation until all obligations then due and owing to Big Rivers under the Termination Agreement and any other Definitive Document have been paid or performed in full.

7. E.ON U.S. COVENANTS.

(a) Throughout the term of this Guarantee, E.ON U.S. shall preserve and maintain in full force and effect all rights, privileges and franchises necessary for the fulfillment of its obligations under this Guarantee, and E.ON U.S. shall not liquidate, wind up or dissolve itself, or suffer any liquidation or dissolution.

(b) E.ON U.S. agrees that if, during the term of this Guarantee: (i) E.ON U.S. is in default under any loan agreement or instrument entered into in connection with or evidencing any E.ON U.S. debt in an aggregate principal amount of \$50 million or more ("Material Debt") and such default enables the holder of such Material Debt or any person acting on such holder's behalf to accelerate the maturity thereof and (x) such Material Debt is accelerated as a result of such default or (y) 60 days shall have elapsed during which such default shall have continued unremedied and unwaived; or (ii) the Tangible Net Worth of E.ON U.S. on a consolidated basis shall be less than five hundred million dollars (\$500,000,000,000) (as demonstrated by the audited and unaudited financial statements delivered to Big Rivers pursuant to Section 7(c) hereof), E.ON U.S. shall within three Business Days after the occurrence of such event notify Big Rivers thereof in writing and, if thereafter requested in writing by Big Rivers. E.ON U.S. shall, within 60 days of receipt of Big Rivers' request, provide collateral to Big Rivers with respect to its obligations under this Guarantee, in the form of cash or an irrevocable letter of credit (in form satisfactory to Big Rivers) from a banking institution with a rating of at least A and capital and surplus of at least \$500 million, in the amount of \$60 million. For purposes of this Section 7(b), the Tangible Net Worth of E.ON U.S. shall be, as of any date of determination. on a consolidated basis, the aggregate of Members' Equity, minus any Intangible Assets and any indebtedness due from members, employees or Affiliates. Members' Equity shall mean as of any date of determination, the consolidated members' equity of E.ON U.S. as of that date. determined in accordance with GAAP; provided that there shall be excluded from Members' Equity any amount attributable to Disqualified Equity. Disqualified Equity means any equity interests, warrants, options or other rights to acquire equity ownership which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part. Intangible Assets means assets that are considered intangible assets under GAAP, including customer lists, goodwill, covenants not to compete, copyrights, trade names, trademarks and patents. Big Rivers shall release any collateral, if provided as a result of an event specified in clause (i) above, promptly after delivery to Big Rivers of evidence that such default is no longer continuing and, if provided as a result of an event specified in clause (ii) above, promptly after delivery to Big Rivers of audited financial statements of E.ON U.S. indicating that E.ON U.S.'s consolidated Tangible Net Worth equals at least five hundred million dollars \$(500.000.000.000.00).

- (c) So long as this Guarantee remains in effect, E.ON U.S. will deliver to Big Rivers copies of (i) its unaudited financial statements for each of the first three fiscal quarters of each fiscal year within 65 days of the end of each such fiscal quarter. (ii) its audited financial statements, excluding footnotes for audited financial statements delivered prior to Closing, for each fiscal year within 125 days of the end of each fiscal year and (iii) all loan agreements and other documents or instruments relating to any Material Debt within 30 days of execution thereof by E.ON U.S.
- 8. REPRESENTATIONS AND WARRANTIES. E.ON U.S. represents and warrants to Big Rivers that:
- 8.1 E.ON U.S. is a limited liability company duly organized and existing under the laws of the Commonwealth of Kentucky. The execution, delivery and performance of this Guarantee by E.ON U.S. have been duly authorized by all necessary action.
 - 8.2 This Guarantee is executed at the request of each of the WKE Parties.
- 8.3 E.ON U.S. has established adequate means of obtaining from each of the WKE Parties, on a continuing basis, financial and other information pertaining to their affairs or business, and E.ON U.S. is and will be familiar with the affairs, business, operation and condition of each of the WKE Parties and their assets. E.ON U.S. hereby waives any duty on the part of Big Rivers to disclose to E.ON U.S. any matter relating to the affairs, business, operation or condition of any of the WKE Parties and their assets now known or hereafter known to Big Rivers during the life of this Guarantee (other than the notice of default from Big Rivers contemplated in Section 3(a) above).
- 8.4 This Guarantee has been duly authorized, executed and delivered by E.ON U.S. and constitutes a legal, valid and binding obligation of E.ON U.S., enforceable against E.ON U.S. in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium of E.ON U.S. or other laws relating to or affecting the rights of creditors generally and by general principles of equity.
- 8.5 Neither the signing or delivery of, nor the performance by E.ON U.S. of E.ON U.S.'s obligations under, this Guarantee is prohibited by, or will result in a fine, penalty, or similar sanction under, any applicable statutory law, regulation, or court or administrative order, will violate any of E.ON U.S.'s organizational documents, or will breach, or constitute an event

of default under, any agreement, instrument, mortgage, indenture, or other contract to which E.ON U.S. is a party or by which it or its property is bound.

- 8.6 On the date hereof, there is no litigation, claim, action or proceeding pending or threatened against E.ON U.S. which would materially and adversely affect the ability of E.ON U.S. to perform its obligations hereunder.
- 8.7 E.ON U.S. has delivered to Big Rivers copies of E.ON U.S.'s audited balance sheet as of December 31, 2005 (without footnotes) and the related audited statements of income. retained earnings and cash flows for the year then ended (the "Audited Financial Statements",) and (b) E.ON U.S.'s unaudited balance sheet as of September 30, 2006, and the related unaudited statement of income for the three-month period then ended (the "Interim Financial Statements". and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements present fairly in all material respects the financial position of E.ON U.S. as of the dates thereof and the related results of its operations for the period then ended. The Audited Financial Statements have been prepared, and the audited financial statements delivered pursuant to Section 7(c) will be prepared, in accordance with generally accepted accounting principles ("GAAP") and the Interim Financial Statements have been prepared, and the interim unaudited financial statements delivered pursuant to Section 7(c) will be prepared, in accordance with GAAP for interim statements, applied on a basis consistent with prior periods except as disclosed All adjustments, consisting of normal, recurring accruals necessary for a fair presentation, have been made in the Interim Financial Statements. Since September 30, 2006, to the date hereof, there has been no change in the business, financial position, results of operations or prospects of E.ON U.S. which would materially and adversely affect the ability of E.ON U.S. to perform its obligations hereunder.
- 8.8 All consents, licenses, clearances, authorizations and approvals of, and registrations and declarations with, any governmental authority or regulatory body necessary for the due execution, delivery and performance of this Guarantee by E.ON U.S. have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Guarantee by E.ON U.S. There are no conditions to the effectiveness of this Guarantee that have not been satisfied or waived.
- 9. **DEFAULT**; **LIMITATIONS ON REMEDIES.** In the event that (i) any representation or warranty made by E.ON U.S. in this Guarantee shall prove to be incorrect in any material respect when made or (ii) E.ON U.S. shall fail to observe or perform any covenant contained in this Guarantee in any material respect (each, a "Default"), which Default is not cured within 15 days following receipt by E.ON U.S. of written notice of Default from Big Rivers (provided, that there shall be no cure period with respect to any Default described in (i) above, and further provided, no further written notice of Default shall be required where written notice has previously been given to E.ON U.S. in accordance with Section 3(a)), Big Rivers shall be entitled (a) to seek to collect from E.ON U.S. the damages resulting to Big Rivers from such default and (b) to pursue any or all other rights and remedies available to it at law or in equity. NOTWITHSTANDING THE PRECEDING SENTENCE OR ANY OTHER PROVISION OF THIS GUARANTEE TO THE CONTRARY. AND EXCEPT TO THE EXTENT SUCH

DAMAGES ARE EXPRESSLY PERMITTED TO BE RECOVERED BY BIG RIVERS FROM ANY WKE PARTY BY THE TERMS OF A DEFINITIVE DOCUMENT. BIG RIVERS SHALL NOT AT ANY TIME BE ENTITLED TO RECOVER FROM E.ON U.S. ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR OTHER SIMILAR RELIEF (INCLUDING LOST PROFITS OR LOST BUSINESS IN ADDITION TO THE LIMITATIONS PROVIDED IN THE OPPORTUNITY). PRECEDING SENTENCE. THE RIGHT OR ENTITLEMENT OF BIG RIVERS TO SEEK RECOVERY OF DAMAGES OR OTHER RELIEF FROM E.ON U.S. PURSUANT TO THIS GUARANTEE SHALL BE SUBJECT TO ANY AND ALL LIMITATIONS AND EXCLUSIONS ON SUCH RECOVERY OR RECOVERIES AS MAY BE APPLICABLE TO BIG RIVERS' RIGHT OR ENTITLEMENT TO RECOVER FROM THE RELEVANT WKE PARTY OR PARTIES PURSUANT TO THE RELEVANT DEFINITIVE DOCUMENT(S), INCLUDING ANY LIMITATIONS THAT MAY BAR BIG RIVERS' CLAIM OR RECOVERY BY REASON OF THE PASSAGE OF TIME. BY WAY OF EXAMPLE AND NOT OF LIMITATION, THE LIMITATION ON BIG RIVERS' RIGHTS OF RECOVERY OF DAMAGES AND/OR OTHER RELIEF PROVIDED FOR IN SUBSECTION 16.4(b) OF THE TERMINATION AGREEMENT SHALL APPLY WITH EQUAL EFFECT TO LIMIT BIG RIVERS' RIGHTS OF RECOVERY FROM E.ON U.S. PURSUANT TO THIS GUARANTEE. AND ANY DAMAGES OR OTHER AMOUNTS SO RECOVERED BY BIG RIVERS FROM ANY WKE PARTY. ON THE ONE HAND, OR E.ON U.S., ON THE OTHER HAND, SHALL BE COMBINED FOR PURPOSES OF DETERMINING WHETHER THE LIMITATION CONTEMPLATED IN THAT SUBSECTION 16.4(b) HAS BEEN REACHED.

- 10. COSTS. The prevailing Party in the trial or appeal of any civil action, insolvency proceeding, or arbitration proceeding to construe or enforce this Guarantee or to defend any claims, offsets, defenses, counterclaims, and third party claims that are asserted under contract, tort, or other common law theories will be entitled to recover reasonable attorney fees in addition to costs and disbursements, and such fees, costs, and disbursements will bear interest at a rate equal to the "Default Rate" (as hereinafter defined) from the date when reimbursement is requested in writing until the date when such reimbursement is made. As used in this Guarantee, "Default Rate" shall mean the lesser of (a) 125% of the time-weighted average prime rate of interest as reported from time-to-time in the "Money Rate" section of *The Wall Street Journal* as of the date payment was due, or (ii) the maximum rate allowed by law.
- 11. AMENDMENT. This Guarantee shall not be suspended, amended, released, terminated or modified in any manner except by an instrument in writing signed by E.ON U.S. and Big Rivers.
- 12. WAIVER OF DEFAULT. No waiver by Big Rivers of any default of any provision of this Guarantee shall be deemed a waiver of any other pre-existing or subsequently existing default, nor shall any such waiver be deemed a continuing waiver. No delay or omission by Big Rivers in exercising any right hereunder, at law or in equity, or otherwise, except such delay as would, by the passage of time cause a claim to be barred by an applicable statute of limitations or by the expiration or termination of the right to pursue or assert the claim or breach under the Definitive Documents upon which the claim under this Guarantee is based, shall impair any such right or be construed as a waiver thereof, or acquiescence therein, nor shall any single or partial

exercise of any right preclude other or further exercise of any right that may exist or that may thereafter exist.

- 13. GOVERNING LAW. This Guarantee is governed by the substantive provisions (that is, without regard for the rules for conflict of laws) of the law of the Commonwealth of Kentucky.
- 14. JURISDICTION AND VENUE. Any legal action or proceeding with respect to this Guarantee may be brought in the United States District Court for the Western District of Kentucky, and, by execution and delivery of this Agreement, Big Rivers and E.ON U.S. consent to the nonexclusive jurisdiction of that court. Each of the Parties waives any objection, including any objection to venue or based upon forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction.
- 15. NOTICE. All notices, payments and other communications to either Party under this Guarantee must be in writing and shall be addressed respectively as follows:

If to Big Rivers:

Big Rivers Electric Corporation 201 Third Street P.O. Box 24 Henderson, Kentucky 42419

Telephone: (502) 827-2561 Facsimile: (502) 827-2558 Attention: Michael Core

David Spainhoward

With a copy to:

Sullivan, Mountjoy, Stainback & Miller, PSC

100 St. Ann Building

P.O. Box 727

Owensboro, Kentucky 42302-0727 Attention: James M. Miller, Esq. Telephone: (502) 926-4000 Facsimile: (502) 683-6694

If to E.ON U.S.:

E.ON U.S. LLC 220 West Main Street P.O. Box 32030

Louisville, Kentucky 40232

Attention: John R. McCall, Esq., Executive Vice President, General Counsel and Corporate Secretary

Telephone: (502) 637-3665 Facsimile: (502) 627-2585

With a copy to:

Greenebaum Doll & McDonald PLLC 3500 National City Tower 101 South Fifth Street Louisville, Kentucky 40202 Attention: Patrick R. Northam, Esq.

Telephone: (502) 589-4200 Facsimile: (502) 587-3695

Each Party may change its address from time to time by notice given to the other Party in the manner set forth above. All notices shall be given (i) by personal delivery to the Party (including overnight delivery if receipt by such party is confirmed), (ii) certified or registered mail, return receipt requested, or (iii) by confirmed electronic communication if followed on the same date by registered or certified mail, return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, or (b) if by certified or registered mail, on the date delivered by the United States Postal Service as shown on the receipt or (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service, as shown on the receipt.

16. ASSIGNMENT. This Guarantee may not be assigned by E.ON U.S. Big Rivers may assign its interest in this Guarantee to any person who is a permitted assignee pursuant to and in the manner required by Section 18.3 of the Termination Agreement. Upon any transfer or assignment by any WKE Party of its rights and obligations under the Definitive Documents, in accordance with Section 18.3 of the Termination Agreement, this Guarantee shall continue in full force and effect. Notwithstanding anything in this Guarantee or any other Definitive Document to the contrary, and except to the extent Big Rivers has released E.ON U.S. from such liabilities and obligations, following any permitted transfer or assignment by a WKE Party pursuant to Section 18.3 of the Termination Agreement, this Guarantee shall continue in full force and effect and apply to the liabilities and obligations of the assignee assumed from that WKE Party, regardless of whether such transfer or assignment effected a release by Big Rivers of the applicable WKE Party. For purposes of the preceding sentence, "assignee" shall include any successor (pursuant to a merger, consolidation or otherwise) or transferee of a WKE Party.

17. EXPIRATION; TERMINATION.

(a) Notwithstanding anything contained in this Guarantee or in any other Definitive Document to the contrary, this Guarantee shall immediately expire and become null and void and of no further force or effect whatsoever, and E.ON U.S. shall be fully released and discharged of and from any further obligation or liability to Big Rivers hereunder, without notice or further action on the part of any Party: (a) on the fifth (5th) anniversary of the date of this Guarantee, in the event the "Closing" contemplated in the Termination Agreement shall not have occurred on or before that anniversary date; or (b) in the event the Closing contemplated in the Termination Agreement shall have occurred, on the twelfth (12th) anniversary of the "Unwind Closing Date" contemplated in the Termination Agreement (the relevant anniversary date contemplated in (a) or (b) above being referred to in this Guarantee as the "Expiration Date"):

provided, however, that in the event, prior to the Expiration Date, both (i) a WKE Party shall fail to perform when due any obligation to Big Rivers guaranteed by this Guarantee and (ii) Big Rivers shall assert a claim in writing with respect to that failure to perform in accordance with this Guarantee, demanding the performance of that obligation by E.ON U.S. pursuant to this Guarantee, then that claim on the part of Big Rivers shall survive the Expiration Date and shall continue to be binding on E.ON U.S. in accordance with the terms of this Guarantee until satisfied or discharged in full by or on behalf of E.ON U.S. or the relevant WKE Party.

- (b) In addition to the provisions of Subsection (a) above, this Guarantee shall terminate and become null and void and of no further force or effect whatsoever upon the later to occur of: (a) the expiration of the statute of limitations or other agreed (in a Definitive Document) period pursuant to or during which Big Rivers may pursue a claim or action against E.ON U.S. or any WKE Party (or any permitted assignee of a WKE Party) under this Guarantee and each Definitive Document; or (b) if a claim shall have been made or action shall have been taken against E.ON U.S. under this Guarantee or against any WKE Party (or any permitted assignee of a WKE Party) under any Definitive Document within the applicable statute of limitations and, as applicable, within the relevant period permitted by such Definitive Document, then the date upon which the final, unappealable resolution of all such claims and actions occurs and E.ON U.S.'s obligations under this Guarantee with respect to such claims have been fulfilled.
- (c) Notwithstanding anything contained in this Guarantee or any Definitive Document to the contrary, neither E.ON U.S. nor any of the WKE Parties shall at any time be entitled to terminate, cancel or otherwise nullify this Guarantee or the payment or performance obligations of E.ON U.S. hereunder by reason of any breach or default by Big Rivers under any of the Definitive Documents, or by reason of the expiration or termination of any of the Definitive Documents (other than this Guarantee) for any reason, to the extent that any of the WKE Parties have any continuing obligations or liabilities to Big Rivers under those Definitive Documents (including where any other Definitive Document expressly provides E.ON U.S. or any of the WKE Parties with the right to terminate all or any portion of the Definitive Documents under the circumstances described therein, but one or more obligations or liabilities of a WKE Party to Big Rivers under such Definitive Document(s) survive that termination).
- 18. MISCELLANEOUS. This Guarantee will bind and inure to the benefit of E.ON U.S. and Big Rivers and their respective successors and permitted assigns. This Guarantee may be signed in one or more counterparts.
- 19. INTEGRATION. This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings with respect to the subject matter hereof, whether oral or written.

WITNESS the signatures of the undersigned as of the date first written above.

BIG RIVERS ELECTRIC CORPORATION	E.ON U.S. LLC
BV: MACON	Dv.
Dy. / Comments	Dy.
Its: Pres/CEO	Paul W. Thompson Its: Senior Vice President

WITNESS the signatures of the undersigned as of the date first written above

BIG	RIVERS ELECTRIC CORPORATION		E.ON U.S. LLC	
			1.1.	
By: _		Ву: _	Bank Jan	
	Michael Core	-	Paul W. Thompson	
Its:	President	Its	Senior Vice President	

FIRST AMENDMENT TO TRANSACTION TERMINATION AGREEMENT

THIS FIRST AMENDMENT TO TRANSACTION TERMINATION AGREEMENT ("First Amendment") is made and entered into as of this 1st day of November, 2007 by and among BIG RIVERS ELECTRIC CORPORATION ("Big Rivers"), LG&E ENERGY MARKETING INC. ("LEM"), and WESTERN KENTUCKY ENERGY CORP. ("WKEC") (collectively, the "Parties").

RECITALS:

- A. Reference is made to the Transaction Termination Agreement dated as of March 26, 2007 (the "Termination Agreement"), by and among the Parties, pursuant to which, among other transactions, the Parties agreed to terminate certain property interests and contractual relationships between LEM and WKEC, on the one hand, and Big Rivers, on the other hand, at the "Closing" (as defined therein) and upon the terms and subject to the conditions set forth therein.
- **B.** The Parties now desire to amend the Termination Agreement in the manner set forth in this First Amendment.

AGREEMENT:

Now, Therefore, in consideration of the premises and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows, effective immediately:

- 1. AMENDMENT TO SECTION 8.2. Consistent with the second sentence of Subsection 8.2(a)(ii) of the Termination Agreement, Section 8.2 of the Termination Agreement is hereby amended to substitute Schedule 8.2 attached to this First Amendment for and in place of the Schedule 8.2 referred to in Section 8.2 of the Termination Agreement and attached to that agreement.
- 2. AMENDMENT TO SECTION 8.3. Consistent with the second sentence of Subsection 8.3(b)(ii) of the Termination Agreement, Section 8.3 of the Termination

Agreement is hereby amended to substitute <u>Schedule 8.3</u> attached to this First Amendment for and in place of the <u>Schedule 8.3</u> referred to in Section 8.3 of the Termination Agreement and attached to that agreement.

3. AMENDMENTS TO SECTION 12.2. The first sentence of Subsection 12.2(a)(vi) of the Termination Agreement is hereby amended to be and read in its entirety as follows:

"During 2007 and 2008, and provided Big Rivers funds the Big Rivers Contributions for 2007 and 2008 in accordance with the relevant Operative Document(s), WKEC shall spend not less than ninety percent (90%) of the cumulative total of the amounts (collectively, the "Scheduled Amounts") set forth on Schedule 12.2(a)(vi) through and including the Closing Month (pro-rated as contemplated below) for Non-Incremental Capital Costs and Henderson Non-Incremental Capital Costs."

In addition, Schedule 12.2(a)(vi) attached to this First Amendment is hereby substituted for and in place of Schedule 12.2(a)(vi) referred to in Subsection 12.2(a)(vi) of the Termination Agreement and attached to that agreement.

- 4. AMENDMENT TO SECTION 17.1. Section 17.1 of the Termination Agreement is hereby amended to delete all references therein to "September 30, 2007," and to substitute therefor "April 30, 2008."
- 5. REAFFIRMATION. Except as amended or modified by this First Amendment, the Termination Agreement shall continue in full force and effect from and after the date hereof in accordance with its terms.

[Signatures appear on the following page]

WITNESS the signatures of the undersigned as of the date first written above.

By: Maller			
Name: Michael H. Core			
Title: President/CEO			
LG&E Energy Marketing Inc.			
By: Japans			
Title:			
Western Kentucky Energy Corp.			
By: Jaulges Name:			
Title:			

BIG RIVERS ELECTRIC CORPORATION

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Schedule 8.2

$\underline{\textbf{LEASED GENERATOR SO_2 ALLOWANCES}}$

Closing Year Month	SO ₂ Allowances
January, 2008	5,069
February	4,632
March	1,349
April	2,741
May	2,747
June	2,811
July	4,839
August	4,940
September	2,594
October	3,047
November	2,957
December	3,067

The allowance amounts set forth above do not include SO_2 Allowances allotted to Station Two.

Schedule 8.3

LEASED GENERATOR NOX ALLOWANCES

NO _X Allowances Based On Agreed Forecasted Emissions
681 792
921 913 681

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

Schedule 12.1(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
January, 2008	156,000
February	475,667
March	6,334,500
April	3,519,167
May	5,240,500
June	2,045,667
July	3,593,000
August	1,943,117
September	1,942,300
October	2,024,267
November	281,500
December	67,665

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201 Third Street P.O. Box 24 Henderson, KY 42419-0024 270-827-2561 www.bigrivers.com

December 4, 2007

Western Kentucky Energy Corp. c/o E.ON U.S. LLC 220 West Main Street Louisville, KY 40202 Attn: President

LG&E Energy Marketing Inc. c/o E.ON U.S. LLC 220 West Main Street Louisville, KY 40202

Attn: President

Ladies and Gentlemen:

Reference is made to the First Amendment to Transaction Termination Agreement, dated November 1, 2007, among the undersigned, LG&E Energy Marketing Inc. and Western Kentucky Energy Corp. (the "Amendment").

Please be advised that we have noted an inadvertent error in the text of the Amendment. The caption of the schedule of Non-Incremental Capital Expenditures to the Amendment mistakenly identifies it as Schedule 12.1(a)(vi), whereas Section 3 of the Amendment refers to Schedule 12.2(a)(vi), which corresponds to the intent of the parties to the Amendment.

By signing and returning to us a counterpart of this letter, you agree with the undersigned that the schedule attached to the Amendment and identified as Schedule 12.1(a)(vi) is, for all intents and purposes of the Amendment, the Schedule 12.2(a)(vi) referred to in Section 3 of the Amendment.



President, Western Kentucky Energy Corp. President, LG&E Energy Marketing Inc. December 4, 2007 Page Two

If you are in agreement with the above, please sign in the space below and return a signed copy to our attention. Thank you for your assistance.

Very truly yours,

BIG RIVERS ELECTRIC

COPRORATION

Name: Michael H. Core

Title: President/CEO

ACKNOWLEDGED AND AGREED

LG&E ENERGY MARKETING INC.

WESTERN KENTUCKY ENERGY CORP.