

Big Rivers Response
Volume 2 of 2
Part 2



**CORPORATE FILES VAULT
CONTRACT/AGREEMENT SUBMITTAL FORM**

From: Barbara Harwood **Date:** 11/18/2010

*Please fill in the appropriate data to accompany contracts, agreements and amendments for entry into the system and placement in the Corporate Files vault.

Contract/Agreement/and Amendment Number: _____

Contract Administration File Identification Number: 120.0.62.3

Originator (Person's Name) : Mark Bailey

Department: Administration

Subject: Exhibit A - APM Services of Bilateral Agreement

Vendor Name: ACES

DATES — DOCUMENT: 6/16/2009

Board Approval: _____

RUS Approval: _____

KPSC Approval: _____

Retention/Review/Closing Date: Permanent

SUPPLEMENTAL DATA: Exhibit A - APM Services supersedes former Exhibit A

Work Order: _____ **Location:** _____

* **NOTE:** This "Contract Agreement Submittal" is found in the Corporate Documents tab of the employee portal

•001

EXHIBIT A – APM Services

This Exhibit A dated as of June 16, 2009, is hereby incorporated into the Bilateral Agreement between Member and APM, and hereby supersedes the prior Exhibit A, but incorporates any and all Addendum to the prior Exhibit A into this Exhibit A. The Bilateral Agreement together with this new Exhibit A shall constitute the understanding of the Parties with regard to the Services. Member hereby indicates, by checking the appropriate boxes, the Services APM will provide for Member. Member and APM may amend this Exhibit A, from time to time, to conform to the needs of Member and the Services provided by APM consistent with Section 1.3. Member and APM shall cooperate and provide sufficient notice of any pending change in the Services selected by Member or provided by APM. Notwithstanding anything to the contrary herein, the designation of APM as Member's agent and representative to perform the Services shall at all times be pursuant to, subject to, and only to the extent authorized by the Risk Controls.

I. Trading and Counterparty Controls and Risk Policies:**A. Credit**

- ☒ 1) Credit Analysis and Counterparty Monitoring: APM will analyze and monitor the ongoing financial viability of the Member's power, natural gas, and financial counterparties upon request. Periodic reports will be provided and credit watch information will be sent to selected Member staff via email and posted to the Member Only Website. Coal and emission allowance trading counterparties can be added at the Member's request.
- ☒ 2) Credit Exposure Monitoring and Management: APM will provide counterparty exposure monitoring; credit risk reporting; margining; and collateral management services consistent with approved credit limits and a credit policy mutually agreed to by the parties.
- ☒ 3) Credit Negotiations: APM, as Member's agent, shall negotiate or assist in the negotiation of credit terms included in standardized or structured contracts with the exception of negotiating with other APM clients (due to a conflict of interest). APM will serve as an active advocate of the Member in the credit community including contact coordinated with the Member with: counterparties, ISO/RTOs, credit rating agencies, the Committee of Chief Risk Officers, lenders and regulatory bodies, etc.

B. Contracts

- ☒ 1) Master Agreement Negotiations: APM, as Member's agent, will negotiate or assist in the negotiation of provisions between Members and counterparties for standardized energy contracts with the exception of negotiating with other APM clients (due to a conflict of interest). APM will administer the process from initiation to contract execution on a timely basis, and provide periodic status reports as requested by Member. Within this service, APM facilitates the establishment of Member brokerage and NYMEX accounts.
- ☒ 2) Contract Administration – Master Agreements: APM will administer the terms of power, natural gas, and financial derivative contracts. Such administration includes developing procedures to ensure appropriate oversight and administration of the following

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provisions: contract execution, modification and termination, authorized signatories, default, assignments, and notices.

- ☒ 3) Contract Monitoring – Master Agreements: APM will monitor master agreements for compliance with APM delegated trading activities. This includes oversight and procedures for entering commercial provisions into APM's risk system, confirmation processes, notifying traders of contractual relationships, and monitoring/mitigating and reporting trading violations of commercial contract terms.
- ☒ 4) Structured/Customized Contract Evaluations: APM, at the request of the Member, evaluates structured/customized contracts in their entirety including: pricing, delivery terms, contract flexibility, missing provisions, legal provisions, etc.
- ☐ 5) Coal Supply, Coal Transportation and Emission Allowance Contract Negotiations: APM, as Customer's agent, will assist in negotiation of provisions between customers and counterparties for contracts involving coal, coal transportation and emission allowances.

C. Trading Control

- ☒ 1) Deal Capture and Validation: APM will capture all transactions, executed by APM or those that the Member requests APM to administer, and ensure that these transactions are captured in the APM risk management systems completely, accurately, and timely. For transactions executed by APM, confirmation of transactions (excluding hourly and intraday transactions) as well as voice recordings will be maintained. The voice recordings and written confirmations serve to validate the existence and accuracy of all transactions. Trading control violations will be reported and addressed on a timely basis.
- ☒ 2) Limits and Authority Policy Compliance Monitoring: APM's Trading Control Department will monitor all trading activity for compliance with both the Member's trading authority policies and the internal APM Trading Authority Policy. Exceptions to the trading authority policies are reported to APM's Risk Management Committee (RMC). The APM RMC determines the appropriate disciplinary action for all violations by APM's personnel in accordance with APM's Sanctions Policy.
- ☒ 3) Mark-to-Market Valuations: APM will mark-to-market designated forward transactions on a daily basis. The mark-to-market gain/loss of forward positions is a component of the total credit exposure the Member has with each of its counterparties.
- ☒ 4) Reporting: APM will prepare various reports regularly and post such to the Members Only Website or provide them directly to the Member. These reports consist of transaction activity, mark-to-market data, forward pricing, historical pricing, and portfolio cost tracking. Other customized reports will be prepared at the Member's request and, at APM's option, at Member's cost.

D. Risk Management and Training

- ☒ 1) Risk Management Policy Development: APM will assist and facilitate the process of policy development for the Member. Policies include: energy risk management, credit,

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trading authority, trading sanction, and hedging. The overall development process involves various APM groups.

- ☒ 2) Enterprise Risk Management Program Development: APM, through its enterprise risk management alliance with MCR Performance Solution, offers complete services for Members to develop an enterprise risk management program. An enterprise risk management diagnostic is the recommended phase 1 in the process. Phase 2 includes implementation of the tools, data, education and processes. And finally phase 3 is the on-going support, as necessary, of the program. APM will provide such service to the Member.
- ☒ 3) Education and Training (within limits): APM offers training and education for various different risk management and trading subject areas ranging in suitability for Board of Directors, Executive Staff, Management and Staff. APM will offer the Member one free training course per year from its alliance courses with NRECA and one free customized course. A complete training program brochure is available upon request.

II. Portfolio Management and Operations:

The Portfolio Management and Operations Services will be performed pursuant to the trading controls, processes, or procedures established by the Parties. By checking a box under this Section II - Portfolio Management and Operations, Member hereby grants APM authority to act and make decisions on behalf of Member (both according to the Risk Controls established between APM and Member, and consistent with the underlying contracts between Member and the Member's counterparties) to perform the selected Services pursuant to the following designation of authority to APM:

- (a) The planning, negotiating, purchasing, and selling of electric power and energy or any natural gas that is authorized to be purchased and/or sold by APM;
- (b) The entering into, making, executing, delivering, and performing such necessary and proper agreements, writings, or other things that may be necessary or proper to be entered into, made, executed, delivered, or performed;
- (c) The utilization of any other agent or broker APM may deem necessary or desirable for the purpose of purchasing and selling any electric power and energy or short-term natural gas that is authorized to be purchased and sold by indication in the boxes in this Section II;
- (d) The buying or arranging of natural gas transportation services or capacity in order to effectuate delivery or sale, from a receipt or delivery point to or from Member's facility, of natural gas that is authorized to be purchased and sold by APM; and
- (e) The negotiation and resolution of any disputes which may arise in the normal course of business between APM and any agent, broker, or entity selling or purchasing short-term electric power and energy or natural gas as a result of this Agreement, provided that any disputes shall not be settled without the prior consent of Member.

A. Portfolio Management

- ☒ 1) Portfolio Execution Strategy Development and Administration: Execution strategies involve creating and implementing an action plan for managing the collective energy risks of the Member. APM will perform this Service based on the time horizon and responsibilities it has been granted by the Member. Execution strategies may involve power, gas, financial transmission rights (FTRs), transmission positions, and load management operations for periods from the next operating hour to 5 years forward. The Member's internal risk management committee approves specific execution strategies and risk tolerance and APM is delegated responsibility to oversee, execute, and administer the strategies in the short-term, mid-term, and long-term markets in accordance with the established Risk Controls.
- ☒ 2) Short-Term Trading, Operations, and Portfolio Optimization (1hr. to 4 months): APM will set up and execute short-term trading and operating strategies designed to optimize the Member's portfolio and within the authority and responsibility delegations given to APM by the Member through the Risk Controls. This Service includes the optimization of contracts, unit dispatch, and power and natural gas spot market activity. By selecting this Service, Member hereby grants APM authority to act and make decisions on behalf of Member (both according to the Risk Controls established between APM and Member, and consistent with the underlying contracts between Member and its counterparties), as its agent, to sell the short-term electric power and energy made available pursuant to this Agreement and to purchase short-term electric power and energy on behalf of Member upon Member's request. Member shall specify its purchase and sale requirements of short-term electric power and energy in a "Schedule of Available Resources", which shall include: (i) period(s); (ii) time; (iii) quantities; (iv) delivery point(s); and (v) minimum selling prices, if appropriate. Such Schedule of Available Resources shall be delivered in advance by Member, by facsimile transmission or other electronic means prior to eight o'clock (8:00) a.m. Eastern Standard Time on the day before such electric power and energy will be purchased or sold, and at such other times as Member may deem appropriate. Member and APM shall mutually agree, in writing, on the means of altering or changing the Schedule of Available Resources. If Member revises (on a timely basis, pursuant to standard utility practices for the region the Member operates within), for any hour or hours, a Schedule of Available Resources previously delivered by Member to less than the level that APM has scheduled, then APM shall attempt, on Member's behalf, to purchase from the market, for those hours, replacement power to cover the shortfall caused by the revision to the extent that such shortfall would prevent the performance of any firm transaction. If Member revises (on a timely basis, pursuant to standard utility practices for the region the Member operates within), for any hour or hours, a Schedule of Available Resources previously delivered by Member to more than the level that APM has scheduled, then APM shall attempt, on Member's behalf, to sell to the market, for such hour or hours, such excess electric power and energy.
- ☐ 3) Origination (4 months to 5 years): APM will negotiate, price, structure and/or execute transactions with counterparties for seasonal to long-term over-the-counter products intended to enhance the Member portfolio position. Specific transactions are subject to the delegations given to APM by the Member. In this context, Origination services integrate front-office expertise to:

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- Deliver structured or longer-term energy products and hedges
- Use Portfolio Modeling to identify and target a range of Member's potential originated product needs [requires service IV.A.1)]
- Provide market counterparty contact and deal negotiation support
- Make pricing evaluations of potential product opportunities from a market perspective [requires service IV. A. 3)]
- Coordinate application of originated products offerings in context of the overall Member portfolio and hedging strategy or policy
- Maintain counterparty front-office contacts to support middle-office master contract and credit agreements [requires services I. A. 3 and /or I. B. 1]
- Employ both financially-settled commodity products and physical delivery products for power and fuels
- Provide collaborative strategy setting with Member for counterparty and product choices
- Coordinate with Structuring Desk to capture and integrate originated deals in the Portfolio Model for ongoing position management [requires IV. A. 1)]

- ☐ 4) Physical Gas Trading and Scheduling: APM will trade and schedule physical gas supply and manage supply imbalances.

By selecting this Service, Member hereby grants APM authority to act and make decisions on behalf of Member (both according to the Risk Controls established between APM and Member, and consistent with the underlying contracts between Member and its counterparties), as its agent, to sell the natural gas and natural gas derivatives and to purchase natural gas and natural gas derivatives in accordance with Member's direction and the Risk Controls. Further, APM will be responsible for implementing strategies to minimize gas pipeline imbalance costs. Where applicable, Member shall specify in a "Daily Notice" the purchase or sale requirements of natural gas, which include the (i) period(s); (ii) time; (iii) quantity(ies); and (iv) delivery and/or receipt points. Such Daily Notice shall be delivered in advance by Member. Such delivery shall be by facsimile transmission or other electronic means prior to eight o'clock (8:00) a.m. Eastern Standard Time on the day before such natural gas will be available, and at such other times Member may deem appropriate. Member and APM shall mutually agree, in writing, on the means of altering or changing the Daily Notice. If Member revises (on a timely basis, pursuant to standard pipeline practices for the region the Member operates within), for any twenty-four (24) hour period, a Daily Notice previously delivered by Member, to less than the level that APM has scheduled, APM shall attempt, on Member's behalf, to purchase from the market, for those twenty-four (24) hour periods, replacement natural gas to cover the shortfall caused by the revision to the extent that such shortfall would prevent the performance of any firm transaction. If Member revises (on a timely basis, pursuant to standard pipeline practices for the region the Member operates within), for any twenty-four (24) hour period, a Daily Notice previously delivered by Member, to more than the level that APM has scheduled, then APM shall attempt, on Member's behalf, to sell in the market, for those twenty-four (24) hour periods, such excess natural gas.

- ☐ 5) Demand-Side or Load Management Operations: APM will execute and administer certain specified operations such as; water heater, air conditioner, or irrigation control, real time

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retail pricing notification or buy through programs, or behind the meter generation operations.

- ☐ 6) Short-Term Load Forecasting: APM will perform and provide load forecasting for next hour, day, and week to support short-term portfolio optimization and dispatch model input.
- ☐ 7) Native Load Scheduling: APM will provide native load scheduling as a premium Service for a Member whose portfolio is constructed in a manner that virtually each and every resource must be scheduled and tagged for each and every hour.
- ☐ 8) Native Load Following: APM will provide native load following service to minimize hourly deviations between supply and demand so as to minimize imbalance costs.
- ☐ 9) Unit Dispatching, Generation Offering, and Dynamic Scheduling: APM will provide unit dispatch orders, generation offer strategies, and managing dynamic scheduling arrangements.
- ☐ 10) Dispatch Modeling: APM will custom-build proprietary dispatch models to assist in the short-term optimization of the Member's portfolio.
- ☒ 11) Delegated Electric Reliability Standard Compliance: For those operations where APM fulfills functions that directly satisfy Member's requirement to comply with a reliability standard promulgated by either the North American Electric Reliability Corporation or one of the regional reliability organizations, APM will ensure that APM's activities on behalf of Member are in compliance with such electric reliability standards.
- ☐ 12) Real Time Data Management: Real time data acquisition is a critical component of short-term optimization. The data comes from the Member's SCADA or EMS system, but its accuracy must be maintained in order to support accurate optimization of resources. APM will provide this Service to validate data accuracy and notify the Member of data inaccuracies. APM shall not be responsible or obligated to do physical meter or SCADA/EMS repairs to correct inaccuracies.
- ☐ 13) Coal and Emissions Strategy Development: APM will assist in developing coal supply, coal transportation and emission management strategies and creating action plans for the implementation of the strategies. APM will also assist in the implementation of risk management strategies for coal supply, coal transportation and emission management. APM will perform this service based on the time horizon and responsibilities that it has been granted by the Customer. The Customer's internal risk management committee approves specific execution strategies and risk tolerance and APM is delegated responsibility to oversee, execute and administer the strategies in accordance with established Risk Controls.

B. Financial Trading

- ☐ 1) Financial Trading: APM will provide execution services for financial natural gas trading and other exchange traded commodities such as fuel oil. Trading will be based on APM's delegated trading authority pursuant to the Risk Controls and consistent with the

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overall portfolio execution strategies developed under the Portfolio Execution Strategy Development and Administration Service above in Section II. A.

- ☐ 2) Gas Service Consulting: APM will provide consulting services, to include a variety of general services including gas transportation decision making, issues around new plants, transportation contract negotiations, pipeline offers, supply RFP services, etc.
- ☐ 3) Coal and Emission Trading: APM will provide coal and emission risk management including strategy and transaction execution services. APM will provide execution services for exchange traded financial coal transactions and over the counter coal and emission financial transactions. Trading will be based on APM's delegated trading authority pursuant to the Risk Controls and consistent with the overall portfolio execution strategies developed under the Portfolio Execution Strategy Development and Administration Service above in Section II. A. 1.
- ☐ 4) Renewable Strategy, Analysis and Transactions: APM will provide renewable/alternative energy risk management including strategy and transaction services. APM will provide execution services for renewable/alternative energy transactions. APM will assist Member in meeting requirements for Federal or State mandatory Renewable Portfolio Standards (RPS). APM will also provide similar services for voluntary renewable strategies or transactions. Transactions will be based on APM's delegated trading authority pursuant to the Risk Controls and consistent with the overall renewable execution strategies developed for and approved by each Member.

C. Transmission and Market Development

- ☒ 1) Power Transmission Scheduling and Tagging (Energy Execution Service): APM will provide physical scheduling and tagging of trading activities.
- ☒ 2) Transmission Analysis (Non-FTR): APM will provide physical transmission analysis of availability for the short, mid, and long-term planning horizons in connection with the Member's energy strategy. Analyses include the review of transmission availability posting on OASIS (or similar system), secondary offerings from owners of confirmed transmission rights, and the optionality of existing transmission rights.
- ☒ 3) Regulatory Participation: APM will participate, on behalf of the Member, in the rules making process with existing and emerging RTO's/ISOs. Committee representations range from credit issues to treatment of grandfathered transmission agreements.
- ☒ 4) Reporting: All APM departments providing Services in this Section II will be responsible for reporting trading and operational activities, market trends, ISO/RTO developments, and other Member specific information to meet the Member's needs. Other customized reports will be prepared at the Member's request and, at APM's option, at Member's cost.

III. Settlements:

A. Settlements

- ☒ 1) **Bilateral Power and Transmission Settlements:** APM will perform the back office settlement services including verifying/confirming with each external counterparty the total units and dollar value of transactions on all purchases and sales that are to be billed during the month for power or transmission service. This process will be performed for physical energy, transmission transactions, broker fees, capacity, and financial transactions. The process will be completed with the preparation of invoices and reporting of the information to the Member.
- ☐ 2) **Bilateral Natural Gas, Transportation Settlements:** APM will perform back office settlements that will include verifying/confirming with each external counterparty the total units and dollar value of transactions on all purchases and sales that are to be billed during the month for natural gas or transportation service. This process will be performed for physical gas, transportation transactions, broker fees, capacity, and financial transactions. The process will be completed with the preparation of invoices and reporting of the information to the Member.
- ☒ 3) **RTO/ISO Pool Settlements:** APM will provide ISO/RTO settlement services, which is a process that assigns financial charges and credits to the Member as a "Market Participant" (MP) and /or as an "Asset Owner" (AO) based upon the Member's specific participation in the day-ahead energy, real time and financial transmission rights (FTR) markets. APM's process will enable the Member to review and validate the charges and credits the Member will be billed on future invoice statements. It will provide the Member with an opportunity to file disputes on potential disputed amounts. It will provide a mechanism for the Member to compare charges and credits to its own shadow settlement system. The settlements will be performed pursuant to each ISO/RTO's unique operating requirements and rules.
- ☐ 4) **Energy Imbalance Validation:** APM will provide energy imbalance validation services including analysis and verification of energy imbalance invoices from non-ISO/TRO transmission providers.
- ☒ 5) **Reporting:** APM will provide standardized reports to meet the Member's needs. Other customized reports will be prepared at the Member's request and, at APM's option, at Member's cost.

IV. Portfolio Modeling and Risk Analytics Cluster:

A. Portfolio Modeling and Transaction Analysis

- ☒ 1) **Standard Portfolio Modeling and Risk Analytics:** APM will provide a portfolio model as a tool designed to provide the Member with a comprehensive analysis of key power supply risk drivers. The model will provide risk analytics and quantification in order to:
 - i) Demonstrate cost and risk tradeoffs associated with hedging strategies;
 - ii) Assist in determining the best fit for various portfolio products (base,

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intermediate, or peaking);

- iii) Identify risk exposure to normal and stress events;
- iv) Support management and board of director risk reporting responsibilities;
- v) Support budgeting and communicating uncertainties around the budget; and
- vi) Assist in establishing the risk tolerance of the organization.

Risks currently incorporated into the model include: unit outages, power price volatility, natural gas price volatility, native load variability, and sales obligations. Risks that are being added to the model include coal price volatility, emission allowance price volatility, hydro and wind generation characteristics, and congestion price risk. The model can be used for periods of 1 to 5 years, depending on the Member's use and APM's integration with the Member's power supply planning process.

- ☐ 2) FTR/CRR Evaluations: APM will evaluate financial transmission rights or congestion revenue rights for the Member that participates in an ISO/RTO pool market that offers these hedging tools. APM will utilize a fundamental supply and demand model linked to a transmission simulation model to develop FTR/CRR evaluations and hedging strategies.
- ☒ 3) Pricing Evaluation – Standard/Structured Products: APM will provide analysis from its proprietary models developed by or for APM to value standard and structured products. These evaluations are typically for terms of 5 years or less. Lack of market liquidity and the extensive use of complex structured products create the need to evaluate the pricing terms of transactions. Pricing evaluations are used to assist in contract negotiations.
- ☒ 4) Integration with Enterprise Risk Management: APM in conjunction with its enterprise risk management alliance partner, MCR Performance Solutions, will offer the tools to support an enterprise risk management program. MCR offers a financial forecasting model that provides risk measurement and analytics around the financial metrics of the Member. These metrics include probabilistic measures of meeting budgets, margins, TIER, DSCR, rates, working cash flow, etc. APM's portfolio model output serves as an important input into MCR's financial forecasting model.
- ☒ 5) Member Planning Model Reconciliation: APM will perform this Service for a Member that would like to reconcile APM's portfolio model with the Member's long-term planning models. There can be numerous differences based on inputs and assumptions and the fee for this Service is based on the difficulty and time required on behalf of APM to determine any differences.
- ☒ 6) Long-Term Generation and Transmission Planning Studies: APM will provide evaluations and risk analytics for long-term generation and transmission projects on an as requested basis. Various models including a fundamental locational marginal pricing (LMP) load flow supply/demand price-forecasting model, forward price curves, and proprietary simulation models support generation evaluations. APM utilizes a fundamental supply and demand model linked to a transmission simulation model to develop FTR/CRR evaluations and hedging strategies.
- ☒ 7) Reporting: APM will develop numerous written reports providing recommendations, advice, information or evaluations, data requests, monthly risk reports and other

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consultation as necessary to meet the Member's needs. Other customized reports will be prepared at the Member's request and, at APM's option, at Member's cost.

**V. Ad Hoc Consulting, State Regulatory Participation
and Other Services:**

- ☒ 1) **Ad Hoc Consulting:** Upon request, and subject to its expertise, APM can perform consulting services for Member. All consulting services provided by APM, whether on a fixed fee, monthly, hourly, or gratuitous basis, that are not specifically outlined in this Exhibit A shall nevertheless be performed under the terms and conditions of this Agreement. All consulting services will be charged at APM's current consulting rates or as otherwise agreed upon between APM and Member.
- ☐ 2) **State Regulatory Participation:** APM will participate in State regulatory proceedings, rate cases, etc. upon the request of Member and at APM's standard consulting rates, as applicable.
- ☐ 3) **Coal and Emission Control Consulting Services:** APM will provide consulting to include a variety of general services including coal transportation decision making, issues around new plants or modifications of older plants for changes in fuel supply or need to meet environmental regulations, RFP services, etc.
- ☐ 4) **Legislative Initiative Participation:** APM will participate in Federal, Regional, State and Local proceedings that represent the Customer's interests for coal transportation and/or environmental management.
- ☐ 5) **Cost Allocation Settlement Model:** APM will develop a customized cost allocation model and provide ongoing analysis services. The cost allocation model offers flexibility in modeling resources and contracts, Member objectives and operational constraints. The model also incorporates rule-based and cost-benefit allocation methodologies including (i) unit/contract commitment; (ii) unit/contract dispatch; (iii) unit/contract provision of ancillary services and ancillary requirements; (iv) bilateral trades; (v) market settlement data; and (vi) invoicing and adjustments. Using Member's data such as (i) load; (ii) resource availability; (iii) data from jointly-owned resources; (iv) price data; (v) fuel cost data; (vi) transaction data; (vii) settlement data; (viii) invoices; and (ix) reporting posted to APM's secure website, APM will provide analysis at the agreed desired frequency.
- ☐ 6) **Other Services:** APM will perform for Member such other services as agreed upon by Member and APM and as described below:

☐ [Particular Service Name]: [Description]

VI. Member Annual Service Fees:

Annual Member Service Fees: On or before October 1st of each year, Member and APM shall reach an agreement on the next year's Annual Service Fees. After Member and APM have agreed upon the next year's Annual Service Fees, such fees, as well as the fees for all other APM Members, shall be approved by the APM Board of Managers. Upon approval by the APM Board of Managers, Member shall pay to APM the Annual Services fees as established for the next year in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to the Bilateral Agreement to be executed and delivered as of June 16, 2009, by their respective duly authorized officers.

**ALLIANCE FOR COOPERATIVE ENERGY
SERVICES POWER MARKETING LLC**

**BIG RIVERS ELECTRIC
CORPORATION**

By: _____

David J. Tudor

By: _____

Mark Bailey

Title: President and Chief Executive Officer

Title: President and Chief Executive Officer

Attest: _____

Monica J. Robertson

Attest: _____

Paula Mitchell

Date: _____

6-16-09

Date: _____

7/20/09



Your Touchstone Energy Cooperative

**CORPORATE FILES VAULT
CONTRACT/AGREEMENT SUBMITTAL FORM**

From: Barbara Harwood **Date:** 3/23/2010

*Please fill in the appropriate data to accompany contracts, agreements and amendments for entry into the system and placement in the Corporate Files vault.

Contract/Agreement/and Amendment Number: _____

Contract Administration File Identification Number: 150.0.62.1.1

Originator (Person's Name) : Bailey

Department: Administration

Subject: Modification to Amendment to Bilateral Agreement

Vendor Name: Alliance Cooperative Energy Services Power Marketing LLC

DATES — DOCUMENT: 11/2/2009

Board Approval: _____

RUS Approval: _____

KPSC Approval: _____

Retention/Review/Closing Date: Permanent

SUPPLEMENTAL DATA: Modifications to Amendment to Bilateral Agreement

Work Order: _____ **Location:** _____

* **NOTE:** This "Contract Agreement Submittal" is found in the Corporate Documents tab of the employee portal

•COI

AGREEMENT:

150.0.62.1.1

Numerical File #:

150.0.62.1.1

VENDOR:

DEPT

Adm

Alliance for Cooperative Services Power Marketing, LL "APM"**Subject****Modification to Amendment to Bilateral Agreement for Additional Unwind Services****Dates:**

11/2/2009

Amendment:

Modification to Amendment

Work Order #**Description:**

This Modification to Amendment to Bilateral Agreement for Additional Unwind Services modifies the Amendment to Exhibit A of Bilateral Agreement dated 4-23-09. See complete agreement for details of all changes.

Payment/Billing Term:

See complete agreement for all details.

Approval Required:**Originator**

M. Bailey

Termination Date:**Termination Info:****Term of Contract:****Review Date:****Review Info:**

**MODIFICATION TO THE AMENDMENT TO THE BILATERAL
AGREEMENT FOR ADDITIONAL UNWIND SERVICES**

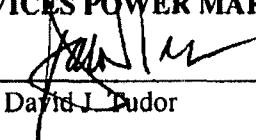
This Modification to the Amendment to the Bilateral Agreement for Additional Unwind Services ("Modification") entered into this 2nd day of November 2009, modifies the Amendment to Exhibit A of the Bilateral Agreement dated April 23, 2009, by and between Alliance for Cooperative Energy Services Power Marketing LLC ("APM") and Big Rivers Electric Corporation ("Big Rivers"). The Parties agree as follows:

1. The Parties hereby agree that the following paragraph 2(a) shall substitute and replace the original paragraph 2(a) of the Amendment to the Bilateral Agreement for Additional Unwind Services dated April 23, 2009, and such modification shall relate back and be effective as of April 23, 2009:

"2(a) *Fixed Unwind Service Fees*: Big Rivers shall pay to APM monthly fixed Unwind Service Fees in the amount of Thirty Six Thousand Dollars (\$36,000) due and payable on the first day of the month beginning on the first day of the month following the closing date, July 16, 2009, of the Unwind through and including December 31, 2009. Fees for the month in which the Unwind closing occurs will be based on the prorated number of days remaining in the month and shall be due and payable ten days after the closing date."

IN WITNESS WHEREOF, the Parties have caused this Modification to be executed and delivered as of the above Date.

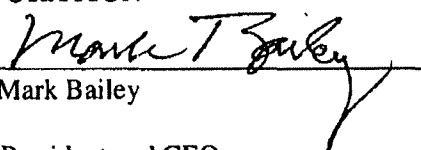
**ALLIANCE FOR COOPERATIVE ENERGY
SERVICES POWER MARKETING LLC**

By: 
David J. Tudor

Title: President and CEO

Date: 3/3/10

**BIG RIVERS ELECTRIC
CORPORATION**

By: 
Mark Bailey

Title: President and CEO

Date: 2/26/10



**CORPORATE FILES VAULT
CONTRACT/AGREEMENT SUBMITTAL FORM**

From: Barbara Harwood **Date:** 3/23/2010

*Please fill in the appropriate data to accompany contracts, agreements and amendments for entry into the system and placement in the Corporate Files vault.

Contract/Agreement/and Amendment Number: _____

Contract Administration File Identification Number: 150.0.62.2

Originator (Person's Name) : Bailey

Department: Administration

Subject: Amendment to Bilateral Agreement

Vendor Name: Alliance Cooperative Energy Services Power Marketing LLC

DATES — DOCUMENT: 2/23/2010

Board Approval: _____

RUS Approval: _____

KPSC Approval: _____

Retention/Review/Closing Date: Permanent

SUPPLEMENTAL DATA: Amendment to Bilateral Agreement

Work Order: _____ **Location:** _____

• **NOTE:** This "Contract Agreement Submittal" is found in the Corporate Documents tab of the employee portal

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AGREEMENT:

150.0.62.2

Numerical File #:

150.0.62.2

VENDOR:

DEPT

Adm

Alliance for Cooperative Energy Services Power Marketing LLC "APM"

Subject

Amendment to Bilateral A. for Limited Generation Dispatch & Add. Miso Related Serv

Dates:

2/23/2010

Amendment:

Amendment to Bilateral Agreement

Work Order #

Description:

This Amendment to Bilateral Agreement amends by supplementing that certain Exhibit A dated 6-16-09 to the Bilateral Agreement. See complete details for all information relating to this agreement.

Payment/Billing Term:

See total agreement.

Approval Required:

Originator

M. Bailey

Termination Date:

Termination Info:

Term of Contract:

See complete agreement for all details.

Review Date:

Review Info:

**AMENDMENT TO THE BILATERAL AGREEMENT
FOR LIMITED GENERATION DISPATCH and ADDITIONAL MISO RELATED
SERVICES**

This Amendment to the Bilateral Agreement for Limited Generation Dispatch and Additional MISO Related Services ("Amendment") is entered into this 23rd day of February 2010 ("Amendment Date"), and amends by supplementing that certain Exhibit A dated June 16, 2009 to the Bilateral Agreement, by and between Alliance for Cooperative Energy Services Power Marketing LLC ("APM") and Big Rivers Electric Corporation ("Big Rivers").

Mutual Understanding of the Parties and Background Statement

In order to obtain a source of Contingency Reserves to enable it to satisfy mandatory reliability standards as established by the North American Electric Reliability Corporation (NERC), Big Rivers has filed an application to join the Midwest ISO. The approval of Big Rivers' MISO application is subject to a number of prerequisites, including but not limited to, approval by the Kentucky Public Service Commission, approval by the Federal Energy Regulatory Commission (FERC), and reaching acceptable agreements in several contractual negotiations. Consequently, Big Rivers' integration into the Midwest ISO system is subject to certain federal and state regulatory and creditor reviews and approvals. In addition, Big Rivers has non-jurisdictional customers whose loads and transmission facilities are integrated with and embedded in the Big Rivers Balancing Authority that may require modifications to existing power supply contracts prior to the completion of Midwest ISO membership.

As part of APM's Services, APM will continue to seek alternatives to Big Rivers joining MISO in order to obtain a source of Contingency Reserves, given the risk associated with such a decision. Coinciding with the search for suitable alternatives, this Amendment provides for APM to begin the implementation of Big Rivers' portfolio into the Midwest ISO.

In the event Big Rivers is unable to fully integrate into the MISO for any of the reasons cited above and provided Big Rivers provides written notification to APM of their inability to integrate into MISO, then this Amendment will be modified.

The Parties agree that APM shall perform the following additional Services for Big Rivers:

1. Incremental Services Provided:

A. *Limited Generation Dispatch Services*

Big Rivers has targeted becoming a Transmission Owner of MISO on September 1, 2010. At such time or as otherwise agreed by the Parties, APM will provide the following Limited Generation Dispatch Services:

- (i) Develop and submit bids/offers from APM's economic optimization model for next day using Big Rivers' load forecast, EMS, and generation data as inputs;
- (ii) Coordinate daily with Big Rivers in regard to transmission analysis, scheduling, physical gas and all other MISO transactions;
- (iii) Coordinate unit availability, planned and unplanned outages, ramping and other unit specific characteristics with Big Rivers Energy Control, Big Rivers Energy Services, and MISO;
- (iv) The Parties shall identify and address their respective reliability responsibilities pursuant to the NERC's Electric Reliability Standards through either a delegation agreement executed by the Parties or a letter from Big Rivers advising APM that Big Rivers shall fulfill all reliability requirements; and
- (v) Submit offers to MISO for Big Rivers' reserve obligations.

B. Additional MISO Related Services

FTR Evaluations: APM will evaluate financial transmission rights for Big Rivers use in hedging in the MISO market. APM will utilize a fundamental supply and demand model linked to a transmission simulation model to develop FTR evaluations and hedging strategies for Big Rivers.

2. Separation of Responsibilities:

The Parties agree that APM shall not monitor or provide services related to managing the Generation Control System (GCS) via the Inter-Control Communications Protocol (ICCP) communications link as such function shall be managed by the Midwest ISO ("MISO"). APM shall not be responsible for Critical Asset Infrastructure as defined by NERC since the GCS shall not be inside of Big Rivers' defined electronic perimeter and will not be subject to the Electric Reliability Organization (ERO) critical infrastructure protection standards.

3. **Service Fees:**

Fees: Big Rivers shall pay to APM the following Monthly Service Fees:

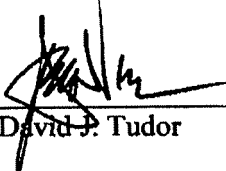
- (i) **Implementation Service Fees:** Big Rivers shall pay APM a monthly fixed fee for Implementation Services in the amount of Thirty-Two Thousand Five Hundred Dollar (\$32,500) payable in six equal monthly installments beginning February 2010 and continuing through July 2010.

and

- (ii) **Fees for Limited Generation Dispatch and Additional MISO Services:** Big Rivers shall pay APM a monthly fixed fee in the amount of Ten Thousand Seven Hundred Ninety-Two Dollars (\$10,792) for the Limited Generation Dispatch Service and the Additional MISO Related Services, beginning September 01, 2010, or as otherwise agreed by the Parties, and continuing through December 31, 2010, thereafter the Fees shall be determined pursuant to the terms of the existing Bilateral Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Bilateral Agreement for Limited Generation Dispatch and Additional MISO Related Services to be executed and delivered as of the above Amendment Date.

**ALLIANCE FOR COOPERATIVE ENERGY
SERVICES POWER MARKETING LLC**

By: 
David J. Tudor

Title: President and Chief Executive Officer

Date: 2/23/10

**BIG RIVERS ELECTRIC
CORPORATION**

By: 
Mark A. Bailey

Title: President and Chief Executive Officer

Date: 2/26/10



**CORPORATE FILES VAULT
CONTRACT/AGREEMENT SUBMITTAL FORM**

From: Barbara Harwood - Enterprise Risk Dept **Date:** 10-Jan-12

*Please fill in the appropriate data to accompany contracts, agreements and amendments for entry into the system and placement in the Corporate Files vault.

Contract/Agreement/and Amendment Number: 150.0.62.5

Contract Administration File Identification Number: _____

Originator (Person's Name) : Mark Bailey

Department: Administration

Subject: Exhibit A - APM Services

Vendor Name: ACES - Alliance For Cooperative Energy Services Power Marketing LLC

DATES — DOCUMENT: Jan-12

Board Approval: _____

RUS Approval: _____

KPSC Approval: _____

Retention/Review/Closing Date: Permanent

SUPPLEMENTAL DATA: New Exhibit A takes the place of previous A to Bilateral Agreement

Work Order: _____ **Location:** _____

* **NOTE:** This "Contract Agreement Submittal" is found in the Corporate Documents tab of the employee portal

- 150.0.62.4 Ag. on Coordination & Delegation of Resp. for Compliance w/ Electric Reliability Standards "APM" (11-23-10)
- 150.0.62.5 Exhibit A - APM Services is Incorporated into Bilateral Agreement between Member & ACES hereby supercedes
and Replaces the Prior Exhibit A - See complete agreement for all contract details (1-1-12)
- EEl Master Power Purchase/Sale Agreement - Southern Company Services, Inc. (8-01-06)
- EEl Master Power Purchase/Sale Agreement - Eagle Energy Partners (4-27-06)
- 150.0.64.1 Letter of Credit No. 91895586 - Eagle Energy Partners, Inc. (4-03-07)
- Construction of Service Point by SIGECO (Vectren Energy) to sell Temporary Power to BR (4-12-07)
- Letter Agreement TVA & BREC to serve West KY RECC #0064015 (9-24-07)
- 150.0.66.1 Supplement 1 to Contract #00064015 - TVA and Big Rivers (8-31-10)
- Guaranty Agreement BREC & Alcoa Power Generating, Inc. (4-01-08)
- (Replaced by 160.0.68.1) Guaranty Agreement BREC & Cargill Power Markets, LLC. (2-28-08)
- 150.0.68.1 Guaranty Agreement - Cargill Power Markets, LLC. (3-18-10)

EXHIBIT A – APM Services

This Exhibit A dated and effective as of January 1, 2012, is hereby incorporated into the Bilateral Agreement between Member and APM, and hereby supersedes and replaces the prior Exhibit A. This Exhibit A shall also incorporate that certain Agreement on Coordination and Delegation of Responsibility for Compliance with Electric Reliability Standards, as amended, between the Parties. This Exhibit A also incorporates the Agency Agreement between the Parties, if applicable. The Bilateral Agreement together with this new Exhibit A shall constitute the understanding of the Parties with regard to the Services. Member hereby indicates, by checking the appropriate boxes, the Services APM will provide for Member. Member and APM may amend this Exhibit A, from time to time, to conform to the needs of Member and the Services provided by APM consistent with Section 1.3 of the Bilateral Agreement. Member and APM shall cooperate and provide sufficient notice of any pending change in the Services selected by Member or provided by APM. Notwithstanding anything to the contrary herein, the designation of APM as Member's agent and representative to perform the Services shall at all times be pursuant to, subject to, and only to the extent authorized by the Risk Controls.

I. Trading and Counterparty Controls and Risk Policies:

A. Credit

- ☒ 1) **Credit Analysis and Counterparty Monitoring:** APM will analyze and monitor the on-going financial viability of the Member's power, natural gas, financial, emission allowance, and coal counterparties and any other counterparties upon request.
- ☒ 2) **Credit Exposure Monitoring and Management:** APM will provide counterparty credit exposure monitoring; and collateral management services consistent with approved credit limits in accordance with either a Member's credit policy or a procedure that is mutually agreed to by the parties. On a daily business day basis, a Combined Credit Exposure Report and a Threshold Report will be posted to the Member Only Website. Periodically, APM's Recommended Trading Restriction Report will be sent to selected Member staff via email and posted to the Member Only Website. Coal and emission allowance trading counterparties may be added at the Member's request.
- ☒ 3) **Credit Negotiations:** APM, as Member's agent, shall negotiate or assist in the negotiation of credit terms included in standardized or structured contracts with the exception of negotiating with other APM clients (due to a conflict of interest). APM will serve as an active advocate of the Member in the credit community including contact coordinated with the Member: counterparties, ISO/RTOs, credit rating agencies, energy credit risk management associations/coalitions, lenders and regulatory bodies, etc.
- ☒ 4) **Credit Reports:** On a daily business day basis, a business/news email will be distributed to selected Member staff. On a monthly basis, a report on bond spreads

and credit default swaps will be distributed to selected Member staff. Every 6 months, or more often if specifically requested by Member, a Capital Adequacy Report will be distributed to selected Member staff.

- ☒ 5) **ISO/RTO Credit Monitoring Service:** APM will sit in on all credit-related ISO/RTO meetings that APM's Members participate in, either in person or via conference call. APM will periodically distribute to selected Member staff a report on the activities and/or issues pertaining to each of these meetings, whenever they may take place.

B. Contracts

- ☒ 1) **Master Agreement Negotiations:** APM, as Member's agent, will negotiate or assist in the negotiation of provisions between Members and counterparties for standardized energy contracts with the exception of negotiating with other APM clients (due to a conflict of interest). However, when negotiating standardized energy contracts between APM clients, APM will facilitate and offer explanation of provisions for both parties. APM will administer the process from initiation to contract execution on a timely basis, and provide periodic status reports as requested by Member. Within this service, APM facilitates the establishment of Member brokerage and NYMEX accounts.
- ☒ 2) **Contract Administration – Master Agreements:** APM will administer the terms of power, natural gas, and financial derivative contracts. Such administration includes developing procedures to ensure appropriate oversight and administration of the following provisions: contract execution, modification and termination, authorized signatories, default, assignments, and notices.
- ☒ 3) **Contract Monitoring – Master Agreements:** APM will monitor master agreements for compliance with APM delegated trading activities. This includes oversight and procedures for entering commercial provisions into APM's risk system, confirmation processes, notifying traders of contractual relationships, and monitoring/mitigating and reporting trading violations of commercial contract terms.
- ☒ 4) **Structured/Customized Contract Evaluations:** APM, at the request of the Member, evaluates structured/customized contracts in their entirety including: pricing, delivery terms, contract flexibility, missing provisions, legal provisions, etc.
- ☐ 5) **Contract Service – RTO Applications:** APM, at the request of Member, will initiate the RTO application process. This service will include initiating and completing, with Member's assistance, the necessary forms and filing the application with the applicable RTO. APM will also provide any necessary follow-up with the RTO until the application is approved and the APM Member is granted membership or market participation status.

C. Trading Control

- ☒ 1) **Trade Capture and Validation:** APM will capture all transactions executed by Member as requested. In addition APM will review all transactions captured in the APM risk management systems to ensure the transactions are captured completely, accurately, and timely. APM will perform various tasks to validate the accuracy of the transactions captured in the risk system. These validation processes include transaction confirmations and reconciliations to external transaction sources.
- ☒ 2) **Policy Compliance Monitoring:** APM's Trading Control Department will monitor all trading activity for compliance with both the Member's trading authority policy and the internal APM Trading Authority Policy. Exceptions to the trading authority policies are reported to APM's Risk Management Committee (RMC). The APM RMC determines the appropriate disciplinary action for all violations by APM's personnel in accordance with APM's Trading Sanctions Policy. APM's Trading Control Department will also monitor a Member's compliance with its hedge policy in coordination with the APM Structuring department via its monthly portfolio modeling reports.
- ☒ 3) **Forward Curve Development and Mark-to-Market Valuations:** APM will develop various forward curves to enable it to mark-to-market its Members' forward transactions on a daily basis. The mark-to-market gain/loss (mark-to-market exposure) of forward positions is a component of the total credit exposure Member has with each of its counterparties.
- ☒ 4) **Reporting:** APM will prepare various reports regularly and post such to the Members Only Website or provide them directly to the Member. These reports consist of trade data reports, mark-to-market valuations, and various forward price curves. Other customized reports will be prepared at Member's request and, at APM's option, at Member's cost.

D. Risk Management and Training

- ☒ 1) **Risk Management Policy Development:** APM will assist and facilitate the process of policy development for Member. Policies include: energy risk management, credit, trading authority, trading sanction, and hedging. The overall development process involves various APM groups.
- ☒ 2) **Enterprise Risk Management Program Development:** APM, through its enterprise risk management alliance with MCR Performance Solution, offers complete services for Members to develop an enterprise risk management program. An enterprise risk management diagnostic is the recommended phase 1 in the process. Phase 2 includes implementation of the tools, data, education and processes. And finally phase 3 is the on-going support, as necessary, of the program.

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- ☒ 3) **Education and Training (within limits):** APM offers both on-line and in-person training and education for various risk management, compliance, and personal development subject areas suitable for Board Directors, Executive Management and Staff. APM maintains a Learning Management System (LMS) which has dozens of courses available to assist Member in their training and certification needs (i.e. NERC system operators, CPA's, PE's). Additionally, Member may use the LMS to host its own training needs and APM shall consult and assist Member, within reason, for the development of training and use of the LMS. Use of the LMS requires the member to sign an additional letter agreement stating Member shall abide by terms of APM's LMS vendor agreement and pay for users that exceed a predetermined number. Furthermore, APM will offer the member one free customized in-person training course per year.

E. Regulatory and Market Development Participation

- ☐ 1) **State Regulatory Participation:** At the request of Member, APM and Member will design a customized program for APM to participate, at member's direction, in regulatory proceedings, rate cases, etc. APM will bill these services at hourly consulting rates.
- ☐ 2) **Legislative Initiative Participation:** APM will participate in Federal, Regional, State and Local proceedings that represent Member's interests for coal transportation and/or environmental management.
- ☒ 3) **Regulatory and Market Development Participation:** APM will participate, on behalf of Member, in the rules making process with existing and emerging RTO's/ISO's and other regulatory bodies that implement market development rules. Committee representations range from credit issues to treatment of grandfathered transmission agreements. The following services are provided: develop a Member strategy to address key ISO/RTO, regional reliability organization, NAESB, and other regulatory committees or working groups; establish issues-based coverage and provide a structured approach to analyzing regulatory issues and their impacts on Member portfolios; establish proxy voting rights on behalf of Member as appropriate.

F. Electric Reliability Organization (ERO) Compliance Consulting

- ☒ 1) **Reliability Compliance Consulting:** APM will serve as an information broker, advisor, and provider of training through the creation of individual Member relationships and the formation of a Member ERO compliance working group. APM will conduct its work through maintaining individual Member-by-Member ERO issues and priorities lists. Other work products include: filtering and proactive dissemination of relevant information from NERC/FERC/regional reliability organization, assisting NRECA with priorities and proactive lobbying efforts, establishing a communication method among Members for sharing information and questions, creating forums for Member-to-Member communications, hosting

relevant workshops and webinars, coordinating and advocating NERC standards drafting comments between APM Members and NRECA, and providing a conduit for submitting questions to FERC, NERC, and regional reliability organizations - including interpretation and applicability of Standards/Requirements. Additionally, APM will support ERO compliance training needs of members by: developing on-line training addressing culture-of-compliance issues, general power industry topics, assisting members with developing NERC-compliant training plans, assisting Members with developing CEH-eligible training courses, and sharing training among members. Additional work products and training requested by Members may be performed, but may be subject to additional consulting fees.

II. Portfolio Management and Operations:

The Portfolio Management and Operations Services will be performed pursuant to the trading controls, processes, or procedures established by the Parties. By checking a box under this Section II - Portfolio Management and Operations, Member hereby grants APM authority to act and make decisions on behalf of Member (both according to the Risk Controls established between APM and Member, and consistent with the underlying contracts between Member and the Member's counterparties) to perform the selected Services pursuant to the following designation of authority to APM:

- (a) The planning, negotiating, purchasing, and selling of electric power and energy or any natural gas that is authorized to be purchased and/or sold by APM;
- (b) The entering into, making, executing, delivering, and performing such necessary and proper agreements, writings, or other things that may be necessary or proper to be entered into, made, executed, delivered, or performed;
- (c) The utilization of any other agent or broker APM may deem necessary or desirable for the purpose of purchasing and selling any electric power and energy or short-term natural gas that is authorized to be purchased and sold by indication in the boxes in this Section II;
- (d) The buying or arranging of natural gas transportation services or capacity in order to effectuate delivery or sale, from a receipt or delivery point to or from Member's facility, of natural gas that is authorized to be purchased and sold by APM; and
- (e) The negotiation and resolution of any errors or disputes which may arise in the normal course of business between APM and any agent, broker, or entity counterparty as a result of this Agreement, provided that any disputes shall not be settled without the prior consent of Member.

A. Portfolio Management

- ☒ 1) **Portfolio Execution Strategy Development and Administration:** Execution strategies involve creating and implementing an action plan for managing the collective energy risks of Member. The development of strategies includes utilizing the Portfolio Modeling Tools. APM will perform this Service based on the time horizon and responsibilities it has been granted by Member. Execution strategies may involve power, gas, financial transmission rights (FTRs), transmission positions, and load management operations for periods from the next operating hour to 5 years forward. Member's internal risk management committee approves specific execution strategies and risk tolerance and APM is delegated responsibility to oversee, execute, and administer the strategies in the short-term, mid-term, and long-term markets in accordance with the established Risk Controls.
- ☒ 2) **Short-Term Trading, Operations, and Portfolio Optimization (1hr. to 4 months):** APM will initiate and execute short-term trading and operating strategies designed to optimize Member's portfolio and within the authority and responsibility delegations given to APM by Member through the Risk Controls. This Service may include the optimization of contracts, unit dispatch, and power and natural gas spot market activity in either the traditional physical markets or in the ISO structured markets. By selecting this Service, Member hereby grants APM authority to act and make decisions on behalf of Member (both according to the Risk Controls established between APM and Member, and consistent with the underlying contracts between Member and its counterparties), as its agent, to sell the short-term electric power and energy made available pursuant to this Agreement and to purchase short-term electric power and energy on behalf of Member upon Member's request. Member shall specify its purchase and sale requirements of short-term electric power and energy in a "Schedule of Available Resources", which shall include: (i) period(s); (ii) time; (iii) quantities; (iv) delivery point(s); and (v) minimum selling prices, if appropriate. Such Schedule of Available Resources shall be delivered in advance by Member, by facsimile transmission or other electronic means prior to eight o'clock (8:00) a.m. Eastern Standard Time on the day before such electric power and energy will be purchased or sold, and at such other times as Member may deem appropriate. Member and APM shall mutually agree, in writing, on the means of altering or changing the Schedule of Available Resources. If Member revises (on a timely basis, pursuant to standard utility practices for the region Member operates within), for any hour or hours, a Schedule of Available Resources previously delivered by Member to less than the level that APM has scheduled, then APM shall attempt, on Member's behalf, to purchase from the market, for those hours, replacement power to cover the shortfall caused by the revision to the extent that such shortfall would prevent the performance of any firm transaction. If Member revises (on a timely basis, pursuant to standard utility practices for the region Member operates within), for any hour or hours, a Schedule of Available Resources previously delivered by Member to more than the level that APM has scheduled, then APM shall attempt, on Member's behalf, to sell to the market, for such hour or hours, such excess

electric power and energy.

Short term operations and portfolio optimization may also include the management and execution of financially binding transactions within the ISO market structure. These transaction types include, but are not limited to, demand bids, virtual transactions, generation offers, ancillary service bids/offers, and capacity type transactions.

- ☒ 3) **Origination (4 months to 5 years):** APM will find, negotiate, price, structure and execute transactions for seasonal to long-term over-the-counter products intended to enhance the Member portfolio power supply or hedge position. Transactions are subject to specific delegations given to APM by the Member (generally for 4 month to 5 year forward contracts). In this context, Origination services:
- Deliver structured or longer-term power market products and hedges;
 - Maintain commercial relationships with existing and potential market counterparties such as banks and other utilities;
 - Engage market counterparties for specific deal negotiation and execution;
 - Make pricing evaluations of potential product or asset opportunities from a market-comparable perspective;
 - Coordinate application of originated products in context of the overall Member portfolio management;
 - Employ both financially-settled and physical delivery wholesale products for power and generation fuels; and
 - Provide collaborative commercial advice to Member for counterparty and product choices.
- ☒ 4) **Demand-Side or Load Management Operations:** APM will execute and administer certain specified operations such as; water heater, air conditioner, or irrigation control, real time retail pricing notification or buy through programs, or behind the meter generation operations.
- ☐ 5) **Short-Term Load Forecasting:** APM will perform and provide load forecasting for next hour, day, and weekly as needed to support short-term portfolio optimization and dispatch optimization model input.
- ☐ 6) **Native Load Scheduling:** APM will provide native load scheduling as a premium Service for a Member whose portfolio is constructed in a manner, or located in a specific market construct, that virtually each and every resource must be scheduled and/or tagged for each and every hour.
- ☐ 7) **Native Load Following:** APM will provide native load following service to minimize hourly deviations between supply and demand so as to minimize imbalance costs.

- ☒ 8) **Unit Dispatching, Generation Offering, and Dynamic Scheduling:** APM will provide unit dispatch monitoring and instructions (deployment levels, commitment, and decommitment) generation offer strategies/execution, and managing dynamic scheduling arrangements.
- ☒ **Limited Generation and MISO Services:** This Exhibit A hereby incorporates by reference the Amendment to the Bilateral Agreement for Limited Generation Dispatch and Additional MISO Related Services dated February 23, 2010.
- ☒ 9) **Dispatch Optimization Modeling:** APM will custom-build proprietary dispatch models to assist in the short-term optimization of Member's portfolio.
- ☐ 10) **Real Time Data Management:** Real time data acquisition is a critical component of short-term optimization. The data comes from Member's SCADA or EMS system, but its accuracy must be maintained in order to support accurate optimization of resources. APM will provide this Service to validate data accuracy and notify Member of data inaccuracies. APM shall not be responsible or obligated to do physical meter or SCADA/EMS repairs to correct inaccuracies.
- ☒ 11) **Delegated Electric Reliability Standard Compliance:** For those operations where APM directly fulfills required functions for which a Member is registered to comply with a reliability standard promulgated by either the North American Electric Reliability Corporation or one of the regional reliability organizations, APM will ensure that APM's activities on behalf of Member are in compliance with the electric reliability standards requirements formally delegated in writing to APM.
- ☒ 12) **Power Transmission Scheduling and Tagging (Energy Execution Service):** APM will provide physical scheduling and tagging of bilateral power trading activities.
- ☒ 13) **Physical Gas Trading and Scheduling:** APM will provide execution services and schedule physical natural gas supply and manage supply imbalances. By selecting this service, Member hereby grants APM authority to act and make decisions on behalf of Member, as its agent, to transact in the natural gas markets in accordance with Member's direction, the risk controls established between APM and Member, and consistent with the underlying contracts between Member and its counterparties as well as the overall portfolio execution strategies developed under the Portfolio Execution Strategy Development and Administration Service above in Section II. A. In addition, APM will analyze the need for and make recommendations for pipeline transportation contracts and other pipeline services. APM will also work with Member to develop long term gas supply strategies in accordance with the Member's daily supply strategies.

☐ 14) **RTO / ISO Market Meter Data Submission Services:**

RTO / ISO Market Selection

- ☐ **ERCOT**
- ☐ **CAISO**
- ☐ **MISO**
- ☐ **SPP**
- ☐ **PJM**

APM will submit meter data to the above selected RTO/ISO ("Market") on behalf of the Member, Market Participant ("MP") / Scheduling Coordinator ("SC") following approved Market Protocols and Business Practices for meter data submission. APM will submit meter data in the Market format (ERCOT-Set Meter Data Exchange Format, MDEF or CSV) utilizing APM provided Market specific interaction software systems or a 3rd Party EDI service provider.

The MP/SC or their Meter Data Management Agent ("MDMA") will be responsible for the collection of all meter data and providing to APM, such meter data in an APM specific format (XML file). The MP or SC is responsible for the validation and accuracy of all meter data provided to APM. APM can also work directly with the MP or SC's designated MDMA to receive meter data.

APM will provide project management to support development of the Market specific file layout and connectivity testing with the RTO/ISO.

APM will provide the security management support to set up all digital certificates required to access Market systems for meter data submission. This service does not include any metering equipment or out-of-pocket hardware costs by APM. Any such cost would be additional.

APM back office settlements will coordinate the timely submission of the meter data and will notify the MP/SC if the meter data was not received in time for market submission. A monthly report comparing the MP's meter data against the RTO/ISO Market downloaded meter data will be provided by the settlement group as a work product of this service.

B. Financial Trading, Fuels, Emissions and Renewable Energy Credits

- ☐ 1) **Financial Trading:** APM will provide execution services for financial natural gas transactions and other exchange and over-the-counter traded commodities such as fuel oil. By selecting this service, Member hereby grants APM authority to act and make decisions on behalf of Member, as its agent, to transact in the natural gas markets in accordance with Member's direction, the risk controls established between APM and Member, and consistent with the underlying contracts between Member and its counterparties, as well as, the overall portfolio execution strategies

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developed under the Portfolio Execution Strategy Development and Administration Service above in Section II. A.

- ☒ 2) **Gas Service Consulting:** APM will provide consulting services, to include a variety of general services including gas transportation decision making, issues around new plants, transportation contract negotiations, pipeline offers, supply RFP services, etc.
- ☒ 3) **Coal and Emissions Strategy Development:** APM will assist in developing coal supply, coal transportation and emission management strategies and creating action plans for the implementation of the strategies. APM will also assist in the implementation of risk management strategies for coal supply, coal transportation and emission management. APM will perform this service based on the time horizon and responsibilities that it has been granted by the Member. The Member's internal risk management committee approves specific execution strategies and risk tolerance and APM is delegated responsibility to oversee, execute and administer the strategies in accordance with established Risk Controls.
- ☒ 4) **Coal Supply, Coal Transportation and Emission Allowance Contract Negotiations:** APM, as Member's agent, will assist in negotiation of provisions between Members and counterparties for contracts involving coal, coal transportation and emission allowances.
- ☐ 5) **Coal and Emission Control Consulting Services:** APM will provide consulting to include a variety of general services including coal transportation decision making, issues around new plants or modifications of older plants for changes in fuel supply or need to meet environmental regulations, RFP services, etc.
- ☒ 6) **Coal and Emission Trading:** APM will provide coal and emission risk management including strategy and transaction execution services. APM will provide execution services for exchange traded financial coal transactions and over the counter coal and emission financial transactions. Trading will be based on APM's delegated trading authority pursuant to the Risk Controls and consistent with the overall portfolio execution strategies developed under the Portfolio Execution Strategy Development and Administration Service. (See above Section II.A.1.)
- ☐ 7) **Renewable Strategy, Analysis and Transactions:** APM will provide renewable/alternative energy risk management including strategy and transaction services. APM will provide execution services for renewable/alternative energy transactions. APM will assist Member in meeting requirements for Federal or State mandatory Renewable Portfolio Standards (RPS). APM will also provide similar services for voluntary renewable strategies or transactions. Transactions will be based on APM's delegated trading authority pursuant to the Risk Controls and consistent with the overall renewable execution strategies developed for and approved by each Member.

C. Transmission Risk Management

- ☒ 1) **Financial Transmission Rights Evaluations and Hedge Execution:** APM will model and evaluate financial transmission rights (variously identified in markets as financial transmission rights (FTR), congestion revenue rights (CRR), transmission congestion rights (TCR) and auction revenue rights (ARR)) for Member that participates in an ISO/RTO market that offers these hedging tools for transmission users. APM will develop and maintain fundamental market information and provide modeling using security-constrained, cost-based dispatch, power production simulation model(s) to analyze locational prices, develop transmission right evaluations and formulate hedging strategies. Execution of transmission right auction bids or bilateral transactions will be subject to specific Member delegations.
- ☒ 2) **Transmission Analysis and Advice (Physical):** APM will provide physical transmission analysis of availability for the short, mid, and long-term planning horizons in connection with Member's energy strategy. Analyses may include the review of transmission availability posting on OASIS (or similar system), outages, secondary offerings from owners of confirmed transmission rights, and the value of existing transmission rights.
- ☒ 3) **Long-Term Generation and Transmission Planning Studies:** On a project-request basis, APM will provide evaluations and risk analytics for long-term generation and transmission studies that may benefit from the use of fundamental power production simulation modeling and resulting locational marginal price and congestion forecasts.
- ☒ 4) **Reporting:** APM will provide routine reporting associated with providing the preceding services in subsections 1 and 2. The timing of reporting is anticipated determined by RTO/ISO auction schedules. Other customized reports for project or studies will be prepared at Member's request and, at APM's option, at an incremental cost to Member.

III. Portfolio Modeling and Risk Analytics Cluster

A. Portfolio Modeling and Transaction Analysis

- ☒ 1) **Standard Portfolio Modeling and Risk Analytics:** APM will provide portfolio modeling as a service designed to provide the Member with quantitative advice on key power supply risks and cost variables that impact their specific portfolio of assets, contracts and load. The focus will be on analysis of month-ahead to five year future time horizons, corresponding to wholesale market liquidity in traded hedge products and availability of market values for risk parameters. It is not intended to be price or demand forecasting or financial accounting modeling. This also does not involve transfer or licensing of APM or third-party software which may be used by APM to perform this service. The modeling will provide risk

analytics and quantification intended to:

- i) Identify risk exposure of Member power supply portfolio to normal market variation and to stress events
- ii) Support Member risk reporting responsibilities
- iii) Assist in determining the economic fit and fundamental value for various portfolio hedge products
- iv) Demonstrate cost and risk tradeoffs associated with hedging strategies
- v) Support measuring cost uncertainties around the portfolio
- vi) Assist in determining fundamental power supply asset valuation components (modeling longer-term cash flows and option values)
- vii) Assist in providing metrics to support Member management within their risk tolerances.

- ☒ 2) **Reporting:** The modeling is intended to be delivered with a mutually agreed routine reporting (monthly or less) frequency to account for market and portfolio changes. Reporting output and timing has a dependency on Member input parameters. APM will provide written reports with recommendations, advice, information, evaluations, data, and risk metrics designed to meet Member's needs. Other customized reports will be prepared at Member's request and, at APM's option, at Member's incremental cost.

IV. Settlements:

A. Settlements

- ☒ 1) **Bilateral Power and Transmission Settlements:** APM will perform the back office settlement services including verifying/confirming with each external counterparty the total units and dollar value of transactions on all purchases and sales that are to be billed during the month for power or transmission service. This process will be performed for physical energy, transmission transactions, broker fees, capacity, and financial transactions. The process includes preparation of invoices and reporting of the information to Member.
- ☒ 2) **Bilateral Natural Gas, Transportation Settlements:** APM will perform back office settlements that will include verifying/confirming with each external counterparty the total units and dollar value of transactions on all purchases and sales that are to be billed during the month for natural gas or transportation service. This process will be performed for physical gas, transportation transactions, broker fees, capacity, and financial transactions. The process includes the preparation of invoices and reporting of the information to Member.
- ☒ 3) **RTO/ISO Pool Settlements:** APM will provide ISO/RTO settlement services, which is a process that assigns financial charges and credits to Member as a "Market Participant" (MP) and /or as an "Asset Owner" (AO) based upon

Member's specific participation in the day-ahead energy, real time and financial transmission rights (FTR) markets. APM's process shadow settles the charges and credits on Member market settlement statements and or invoices. APM will file disputes on behalf of Member for errors which are identified during the shadow settlement process. The shadow settlement process will be performed pursuant to each ISO/RTO's unique operating requirements and rules.

- ☐ 4) **Energy Imbalance Validation:** APM will provide energy imbalance validation services including analysis and verification of energy imbalance invoices from non-ISO/TRO transmission providers.
- ☒ 5) **Reporting:** APM will provide standardized reports to meet Member's needs. Other customized reports will be prepared at Member's request and, at APM's option, at Member's cost.
- ☐ 6) **Cost Allocation Settlement Model:** APM will develop a customized cost allocation model and provide ongoing analysis services. The cost allocation model offers flexibility in modeling resources and contracts, Member objectives and operational constraints. The model also incorporates rule-based and cost-benefit allocation methodologies including (i) unit/contract commitment; (ii) unit/contract dispatch; (iii) unit/contract provision of ancillary services and ancillary requirements; (iv) bilateral trades; (v) market settlement data; and (vi) invoicing and adjustments. Using Member's data such as (i) load; (ii) resource availability; (iii) data from jointly-owned resources; (iv) price data; (v) fuel cost data; (vi) transaction data; (vii) settlement data; (viii) invoices; and (ix) reporting posted to APM's secure website, APM will provide analysis at the agreed desired frequency.

V. Ad Hoc Consulting and Other Services:

- ☒ 1) **Ad Hoc Consulting:** Upon request, and subject to its expertise, APM can perform consulting services for Member. All consulting services provided by APM, whether on a fixed fee, monthly, hourly, or gratuitous basis, that are not specifically outlined in this Exhibit A shall nevertheless be performed under the terms and conditions of this Agreement. All consulting services will be charged at APM's current consulting rates or as otherwise agreed upon between APM and Member.
- ☐ 2) **Other Services:** APM will perform for Member such other services as agreed upon by Member and APM and as described below:

☐ [Particular Service Name]: [Description]

VI. Member Annual Service Fees:

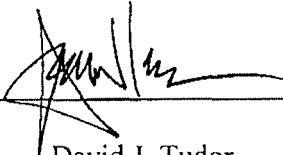
Annual Member Service Fees: On or before October 1st of each year, Member and APM shall reach an agreement on the next year's Annual Service Fees. After Member and APM have

CONFIDENTIAL & PROPRIETARY

agreed upon the next year's Annual Service Fees, such fees, as well as the fees for all other APM Members, shall be approved by the APM Board of Managers. Upon approval by the APM Board of Managers, Member shall pay to APM the Annual Services fees as established for the next year in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to the Bilateral Agreement to be executed and delivered as of January 1, 2012, by their respective duly authorized officers.

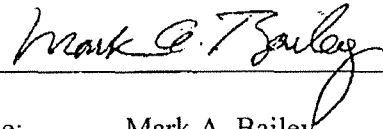
**ALLIANCE FOR COOPERATIVE
ENERGY SERVICES POWER
MARKETING LLC**

By:  _____

Name: David J. Tudor

Title: President & CEO

**BIG RIVERS ELECTRIC
CORPORATION**

By:  _____

Name: Mark A. Bailey

Title: President & CEO

AMERICAN MANAGEMENT CONSULTING LLC
8855 Old U.S. Hwy. 60
Spottsville, KY 42458
270-827-9610

July 17, 2012

Mr. Mark A. Bailey
President & CEO
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420

Re: Proposal to Provide Governmental Relations and Management Consulting
Services

Dear Mark:

Thank you for your confidence in the ability of American Management Consulting LLC (AMC) to assist Big Rivers Electric Corporation (Big Rivers). AMC appreciates the opportunity to work with Big Rivers on a consulting and advisory basis to support its mission of providing reliable, stable and low-cost electricity to its member-owners in Western Kentucky. As a former Big Rivers officer and employee, I believe I help AMC bring to the table a unique awareness of the issues facing Big Rivers, and a comprehensive perspective of Big Rivers from both a political and corporate standpoint.

AMC anticipates that the focus of its efforts will be working with you and/or your designee, as the primary contact for Big Rivers, to perform specific projects assigned by you and/or your designee at such locations as AMC shall deem appropriate and conducive to the provision of its services. Any lobbying or other political assignments will be coordinated with other lobbyists engaged by Big Rivers and the Kentucky Association of Electric Cooperatives (KAEC) and the entire cooperative team.

Please accept this letter as our proposal for your consideration. If retained, AMC will not accept any other clients that would have a conflict with the interest of Big Rivers. To avoid any question about potential conflicts, we will always discuss a potential new client with you before signing any agreements.

Scope of Representation

The scope of the work will be as directed by Big Rivers, from time to time, and may include, but will not necessarily be limited to, the following areas in which AMC

provides advisory and consulting services:

- Monitoring, tracking, lobbying, and reporting on business-related issues at both the state legislative and executive branch level;
- As requested, making introductions of Big Rivers' employees and/or contacts on behalf of Big Rivers with state and federal legislators and executive branch personnel;
- Coordination of legislative activity with the KAEC and the cooperative team, as directed by Big Rivers;
- Attend and report on pertinent state legislative and executive branch meetings;
- Advise as requested on legislative and executive branch issues;
- Set meetings with appropriate staff, members of the General Assembly and other government officials as requested by Big Rivers;
- As directed, deliver the Big Rivers message to the appropriate members of the General Assembly, staff and other government officials;
- Assist Big Rivers in monitoring and complying with requirements of the Unwind Transaction Termination Agreement and complying with the Public Service Commission's Unwind reporting requirements;
- Provide utility management consulting services; and
- Provide liaison services with regulatory agencies, and expert witness services in regulatory proceedings.

AMC's representation will include legislative and executive branch lobbying, to the extent so requested. AMC and its agents will register, when appropriate, as legislative and executive branch lobbyists on behalf of Big Rivers. In return, Big Rivers will register with the appropriate legislative and executive ethics agency and pay any fees to register as an entity engaging a legislative and executive branch lobbyist. The lobbyists will file timely reports regarding lobbying activities as required by law.

AMC understands that neither it nor its agents or employees are authorized to make commitments on behalf of Big Rivers, or to represent Big Rivers in communications with the media without your prior, express consent. AMC will maintain the confidentiality of non-public information in its possession and/or that you disclose to us about Big Rivers' business and business strategies, as you would expect in a professional relationship. In our representation of Big Rivers, we will comply strictly with the laws and regulations relating to lobbying activity.

General

AMC will perform the tasks assigned to it so as to meet the agreed deadline for completion of such tasks. AMC is an independent contractor that is solely responsible for the means, methods and techniques by which it performs tasks assigned to it, and this letter agreement does not contemplate that AMC will be required to adhere to any schedule or hours fixed by Big Rivers. AMC shall have the right, at its own expense, to employ others to assist in its obligations to Big Rivers under this letter agreement, provided such others would not have a conflict with the interest of Big Rivers. AMC will comply with all obligations of an employer to each of its employees, including any employee benefits and payment of all employment taxes and other related obligations of an employer. Big Rivers will not be responsible for withholding taxes from amounts paid to AMC.

Big Rivers agrees to indemnify and hold harmless AMC and each of its employees, officers, directors and members from claims made through Big Rivers against them directly related to the services provided by AMC under the terms of this proposal, including costs of defense of such claims, except to the extent such claims result from intentional or gross negligence of AMC, its employees, officers, directors or members.

Term

If this proposal is accepted, the term of the agreement will be one year, and will commence on August 1, 2012. Either party may terminate the agreement upon thirty (30) days written notice to the other party. If Big Rivers terminates the agreement according to this paragraph, Big Rivers will pay fees and expenses accrued through the date of termination, and pay the retainer through the end of the term of the agreement. If AMC terminates the agreement, Big Rivers will be obligated to pay only the fees and expenses accrued through the date of termination.

Fees and Expenses

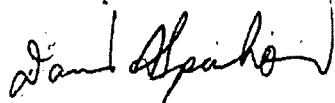
In return for the representation provided by AMC, Big Rivers agrees to pay a fixed fee of \$5,600 per month as a retainer assuring AMC's reasonable availability for any tasks assigned to AMC by Big Rivers, and as consideration for AMC not accepting engagements that Big Rivers determines will create a conflict of interest. For time spent on Big Rivers projects above 40 hours per month, Big Rivers will be charged an hourly rate of \$150.00. Hourly rate charges (calculated at \$140.00) will be offset against the retainer in the billing month and any previous month, and the hourly rate charges (\$150.00) that exceed the accrued retainer amounts will be billed in accordance with this proposal. Normal and reasonable out-of-pocket expenses (including but not limited to, meals, lodging, postage, travel, and vehicle mileage at the rate set by the Internal Revenue Service which is currently \$0.555) will be billed additionally. AMC will invoice Big Rivers for these fees and expenses at the end of

Mr. Mark A. Bailey
July 17, 2012
Page 4 of 4

each month, and understands that Big Rivers will pay the invoice within 20 days after receipt. Neither AMC nor I will make campaign contributions on behalf of Big Rivers.

This letter contains the full agreement between AMC and Big Rivers. If it meets with your approval, please sign where indicated below on behalf of Big Rivers, retain a copy of the agreement for your file and return the original to me at the address listed above. We look forward to hearing from you soon.

Sincerely yours,



David A. Spainhoward
Member
American Management Consulting LLC

ACCEPTED AND AGREED:

BIG RIVERS ELECTRIC CORPORATION

By: 
Mark A. Bailey, President & CEO

DATE: July 23, 2012

AMERICAN MANAGEMENT CONSULTING LLC

8855 Old U.S. Hwy. 60
Spottsville, KY 42458
270-827-9610

July 20, 2011

Mr. Mark A. Bailey
President & CEO
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420

Re: Proposal to Provide Governmental Relations and Management Consulting
Services

Dear Mark:

Thank you for your confidence in the ability of American Management Consulting LLC (AMC) to assist Big Rivers Electric Corporation (Big Rivers). AMC appreciates the opportunity to work with Big Rivers on a consulting and advisory basis to support its mission of providing reliable, stable and low-cost electricity to its member-owners in Western Kentucky. As a former Big Rivers officer and employee, I believe I help AMC bring to the table a unique awareness of the issues facing Big Rivers, and a comprehensive perspective of Big Rivers from both a political and corporate standpoint.

AMC anticipates that the focus of its efforts will be working with you and/or your designee, as the primary contact for Big Rivers, to perform specific projects assigned by you and/or your designee at such locations as AMC shall deem appropriate and conducive to the provision of its services. Any lobbying or other political assignments will be coordinated with other lobbyists engaged by Big Rivers and the Kentucky Association of Electric Cooperatives (KAEC) and the entire cooperative team.

Please accept this letter as our proposal for your consideration. If retained, AMC will not accept any other clients that would have a conflict with the interest of Big Rivers. To avoid any question about potential conflicts, we will always discuss a potential new client with you before signing any agreements.

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- Set meetings with appropriate staff, members of the General Assembly and other government officials as requested by Big Rivers;
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AMC understands that neither it nor its agents or employees are authorized to make commitments on behalf of Big Rivers, or to represent Big Rivers in communications with the media without your prior, express consent. AMC will maintain the confidentiality of non-public information in its possession and/or that you disclose to us about Big Rivers' business and business strategies, as you would expect in a professional relationship. In our representation of Big Rivers, we will comply strictly with the laws and regulations relating to lobbying activity.

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Big Rivers agrees to indemnify and hold harmless AMC and each of its employees, officers, directors and members from claims made through Big Rivers against them directly related to the services provided by AMC under the terms of this proposal, including costs of defense of such claims, except to the extent such claims result from intentional or gross negligence of AMC, its employees, officers, directors or members.

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Fees and Expenses

In return for the representation provided by AMC, Big Rivers agrees to pay a fixed fee of \$10,000 per month as a retainer assuring AMC's reasonable availability for any tasks assigned to AMC by Big Rivers, and as consideration for AMC not accepting engagements that Big Rivers determines will create a conflict of interest. For time spent on Big Rivers projects above 80 hours per month, Big Rivers will be charged an hourly rate of \$130.00. Hourly rate charges (calculated at \$125.00) will be offset against the retainer in the billing month and any previous month, and the hourly rate charges (\$130.00) that exceed the accrued retainer amounts will be billed in accordance with this proposal. Normal and reasonable out-of-pocket expenses (including but not limited to, meals, lodging, postage, travel, and vehicle mileage at the rate set by the Internal Revenue Service which is currently \$0.555) will be billed additionally. AMC will invoice Big Rivers for these fees and expenses at the end of

Mr. Mark A. Bailey
July 20, 2011
Page 4 of 4

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This letter contains the full agreement between AMC and Big Rivers. If it meets with your approval, please sign where indicated below on behalf of Big Rivers, retain a copy of the agreement for your file and return the original to me at the address listed above. We look forward to hearing from you soon.

Sincerely yours,

David A. Spainhoward, member

David A. Spainhoward
Member
American Management Consulting LLC


ACCEPTED AND AGREED:

BIG RIVERS ELECTRIC CORPORATION

By: *Mark A. Bailey*
Mark A. Bailey, President & CEO

DATE: July 20, 2011



Your Touchstone Energy® Cooperative 

VENDOR: **ASSOCIATED ENGINEERS INC**
2740 N MAIN STREET
MADISONVILLE, KY 42431

PURCHASE ORDER

PURCHASE ORDER NO 210778	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 22378	DELIVER TO	DATE OF ORDER/BUYER 29-MAR-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (270) 821-7732

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

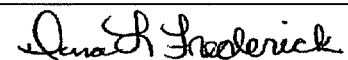
QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGHIVERS.COM

PER MARSHALL CURRY

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED




Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 45 of 395



Your Touchstone Energy® Cooperative 

VENDOR: ASSOCIATED ENGINEERS INC
2740 N MAIN STREET
MADISONVILLE, KY 42431

PURCHASE ORDER

PURCHASE ORDER NO 210778	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420


BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	INTERIM COAL AND PET COKE STOCKPILE INVENTORY TO VERIFY PHYSICAL INVENTORY TO BOOK INVENTORY DELIVER TO:MCADAMS, MARK W	30-MAR-12	2200	EACH	\$ 1.00	\$ 2,200.00

TOTAL	\$ 2,200.00
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[Signature]
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert



Your Touchstone Energy® Cooperative 

VENDOR: **BURNS AND MC DONNELL ENGINEERING CO INC**
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

PURCHASE ORDER

PURCHASE ORDER NO 212516	REVISION 1	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 11363	DELIVER TO	DATE OF ORDER/BUYER 02-JUL-12 Hensley, Bruce	REVISED DATE/BUYER 10-OCT-12 Hensley, Bruce
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6173 888-518-3410	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (816) 333-9400

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED

Bruce Hensley



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319


PURCHASE ORDER		
PURCHASE ORDER NO 212516	REVISION 1	PAGE 2
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE ENGINEERING STUDY PER JUNE 2012 PROPOSAL FOR THE HMP&L STATION TWO FGD AND BOOSTER FAN MODIFICATIONS DELIVER TO: TOERNE, ROBERT FRANK QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO: BRUCE HENSLEY PHONE (270) 844-6173 CELL (270) 993-1576 FAX (888) 518-3410 EMAIL: bruce.hensley@bigrivers.com	31-DEC-12	65000	EACH	\$ 1.00	\$ 65,000.00

TOTAL \$ 65,000.00

Bruce Hensley
 Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
 Page 48 of 395



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

PURCHASE ORDER

PURCHASE ORDER NO 214218	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 11363	DELIVER TO	DATE OF ORDER/BUYER 27-SEP-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (816) 333-9400

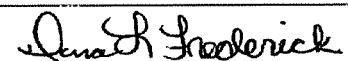
Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

PER TED KELLY

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED



Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 49 of 395



Your Touchstone Energy® Cooperative

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

PURCHASE ORDER

PURCHASE ORDER NO 214218	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	<p>DEPRECIATION STUDY IN REFERENCE TO BURNS & MCDONNELL'S AUGUST 29, 2012 RESPONSE TO BIG RIVERS' RFP 12160 AND TED KELLY'S 9/26/12 EMAIL DEFINING ADJUSTMENTS TO COST AND SCHEDULE TO BE PERFORMED ON A EXPEDITED BASIS.</p> <p>DELIVER TO: BOWLES, MARY SUSAN</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO: Dana Frederick - Headquarters PHONE (270) 844-6139 FAX (888) 514-3178 EMAIL: dana.frederick@bigrivers.com</p>		1	EACH	\$ 46700.00	\$ 46,700.00

TOTAL \$ 46,700.00

Dana Frederick
Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 50 of 395

Rob Toerne

From: Kelly, Ted <tkelly@burnsmcd.com>
Sent: Wednesday, September 26, 2012 2:44 PM
To: Rob Toerne
Cc: Summerville, Jon
Subject: Big Rivers Depreciation Rate Study
Attachments: Expedited Schedule.pdf, Expedited Cost Estimate.pdf

Rob,

Based on our conversation this morning we have put together an expedited project schedule and an adjusted cost estimate for completing the updated depreciation rate study. Key considerations for completing the study in an expedited manner include:

Completion of the project initiation meeting by conference call

No additional property inspections - only a discussion of operation and maintenance activities with Bob Berry on generation and his counterpart on the transmission side

Big Rivers will provide required data in an expedited manner

TIM TAPP

We will need the appropriate property accounting records during the week of October 1. Other data from Big Rivers will also be required and we will submit a data request before the end of this week. Additional requests for data are likely during the course of completing the work.

Assuming the study update begins the week of October 1, Burns & McDonnell is proposing to provide a draft report the week of November 5 and if comments are received on the draft by November 12, a final report by the end of the same week.

The attachments to this email provide the expedited project schedule and the adjusted cost estimate for your review.

We appreciate the opportunity to provide this information to you and look forward to completing this important study. Please do not hesitate to contact me with any additional questions or comments.

Sincerely,

Ted J. Kelly
Director - Business Analysis Services
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114
Direct - (816) 822-3208
Mobile - (816) 835-9688
Fax - (816) 822-3027
tkelly@burnsmcd.com
www.burnsmcd.com

- No site visits
- more BREC ACTION
- CONFERENCES BY PHONE

15

Proud to be one of FORTUNE's 100 Best Companies to Work For

Connect with Us

      View my profile on LinkedIn

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 51 of 395

EXPEDITED

Schedule of Professional Fees and Expenses

Big Rivers Electric Corp. Depreciation Study

	Hours	Hourly Rate	Total
Ted J. Kelly - Project Director	60	\$207	\$12,420
Jon Summerville -Project Manager	150	\$172	\$25,800
Adam Young -Engineer	20	\$161	\$3,220
Paul Frauen - Project Analyst	24	\$111	\$2,664
Total Hours	254		
Total Hourly Fees			\$44,104
Out of Pocket Expenses			\$2,596
TOTAL FIRM DOLLAR COST			\$46,700

EXPEDITED
Proposed Project Timeline
Big Rivers Electric Corporation
Depreciation Study

	<u>TASK</u>	<u>September</u>				<u>October</u>					<u>November</u>				<u>December</u>			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Task 1	Collect Data				◆	■	■	■										
Task 2	Conduct Kickoff Meeting and Review Data					■	●											
Task 3	Update Engineering Assessment					■	■	■	■									
Task 4	Update Model, Analyze Depreciation Rates					■	■	■	■									
Task 5	Analyze External Factors					■	■	■	■									
Task 6	Develop Proposed Depreciation Rates						■	■	■	■								
Task 7	Review Depreciation Rates and Service Lives									■								
Task 8	Prepare Draft Report						■	■	■	■	▼							
Task 9	Finalize Report										■	★						
Task 10	Respond to RUS (if needed)													■	■			

Key:

Length of Task ■
Contract Award ◆

Kickoff Meeting Conference Call ●
Final Report ★ Draft Report ▼



August 29, 2012

Big Rivers Electric Corporation
Attn: R. Toerne (RFP 12160)
201 Third Street
Henderson, KY 42420

Re: Proposal for Depreciation Study: RFP 12160

Dear Madame or Sir,

Burns & McDonnell is pleased to submit our proposal to provide a Depreciation Study (Study) for Big Rivers Electric Corporation (Big Rivers). Our proposal has been prepared in response to your Request for Proposal (RFP) dated August 3, 2012. Burns & McDonnell has reviewed the requirements and scope of work contained in the RFP. Based on our prior experience with Big Rivers, our qualifications as a full service engineering company, our ability to immediately initiate the study efforts, and our familiarity with the work required we will be able to successfully complete the study within the desired schedule.

Burns & McDonnell served in a similar role for Big Rivers recently and welcomes the opportunity to again assist Big Rivers with this most important study. In addition, over the last year we successfully completed similar study efforts for Southwest Transmission Cooperative, Western Farmers Electric Cooperative, Sunflower Electric Cooperative, and Gainesville Regional Utilities and we encourage you to contact them as a reference to our abilities.

Please consider the following additional strengths and benefits of utilizing the Burns & McDonnell team.

- An existing depreciation model developed for Big Rivers is ready for utilization on this study.
- On-site inspections were completed for the previous study and are recent enough to eliminate this requirement.
- We are capable of meeting the tight schedule.
- We provide a consistent work approach and can leverage our prior success with the Rural Utilities Service (RUS) and Kentucky Public Service Commission (KPSC).
- Finally, our proposed fee has been discounted based on the above strengths and previous work experience with Big Rivers.

Our experience in completing the last Big Rivers depreciation study will allow us to complete this effort quickly and cost effectively. Burns & McDonnell brings consistency to the approach and the overall study which will be beneficial for the review process with RUS and the KPSC.

We are very enthused about the opportunity to assist Big Rivers. If you have any questions concerning our proposal, please contact me at 816.822.3208 (tkelly@burnsmcd.com) or Jon Summerville at 816.822.4354 (jsummerville@burnsmcd.com). We look forward to a favorable response to our proposal and to working with you.

Sincerely,

Jeffrey J. Greig
Senior Vice President and General Manager

Ted J. Kelly
Director – Business Analysis Services

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Phillip J. Richert

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Work Plan and Methodology



Project Understanding

The Burns & McDonnell Team proposes to provide the professional consulting services required by Big Rivers to perform a Depreciation Study for the generation, transmission and general plant assets of Big Rivers. The purpose of the study is to review and recommend updates to the rates that are currently in use by Big Rivers. This study will include the development of depreciation rates based on estimates of property service life and net salvage and property values which reconcile to Big Rivers' general ledger. The rates will be developed in accordance with FERC regulations and RUS guidelines and will include new depreciation rates for each FERC account and sub-account listed under plant in service.

Burns & McDonnell will develop rates based on the remaining life technique and the straight-line method depreciation methodologies. The rates will be developed using estimates of the properties average service life, retirement patterns, and net salvage values. Burns & McDonnell is prepared to provide support of the study results with information requests and expert testimony as needed before the KPSC or RUS.

We understand the final report is expected to be completed by December 31, 2012. We are prepared to exceed this schedule requirement by having a built-in cushion in the schedule in the event of unforeseen issues or limited availability of Big Rivers' personnel around the holidays.

Burns & McDonnell's most recent experience in completing the last Big Rivers depreciation study will allow us to complete this effort quickly and cost effectively. We will be able to utilize the depreciation model developed for the previous study and update it with recent data from Big Rivers. In addition, on-site inspections should not be necessary since inspections were completed for the previous study and are recent enough to eliminate this requirement. Finally, we can bring a consistent approach to the study which will be helpful for the review process with RUS and the KPSC.

Scope of Work

To provide the desired scope of work and meet all the study objectives identified by Big Rivers, FERC, and RUS; Burns & McDonnell proposes to complete the following scope of work.

- Discuss each facility's basic design and equipment supply
- Review the adequacy of Big Rivers' depreciation rates and procedures
- Review Big Rivers' retirement records and history
- Analyze current operating and maintenance programs and each facility's operating condition
- Analyze the external or environmental factors that may impact the depreciation rates
- Review the reasonableness of calculated depreciation rates weighing factors such as facilities prior and expected usage, asset condition, operation and maintenance, and technological obsolescence
- Perform retirement mortality studies using plant retirement response to PSC 1-45

Case No. 2012-00535

Witness: Billie J. Richert

Page 55 of 395

Work Plan and Methodology

(continued)



experience

- Analyze retirement transactions to determine the significance of salvage value and cost of removal
- Estimate the average remaining service life of for each asset account
- Develop depreciation rates and prepare a comparison of present and proposed rates
- Analyze the adequacy of the depreciation reserve base for each account
- Finalize depreciation rates and review the results with Big Rivers' management
- Prepare a report describing the background, Engineering Assessment, depreciation methodology, and results of the study
- Provide a final opinion on what changes, if any, should be made to Big Rivers' depreciation rates, methodology, and procedures
- Respond to any questions or issues RUS may have with the study
- Be available for KPSC or other regulatory proceedings (at an additional cost)

Work Plan

The scope of work to complete the depreciation study is designed to meet the specific needs of Big Rivers and is essentially the same scope Burns & McDonnell completed for Big Rivers in the previous depreciation rate study. The study will be performed with respect to Big Rivers' generation, transmission, and general plant assets of each system. The study will develop average service life estimates, mortality characteristics, net salvage estimates, and average remaining life estimates for depreciable plant investment groups. This study will include the development of depreciation rates based on estimates of property service life and net salvage and property values which reconcile to Big Rivers' general ledger.

Burns & McDonnell will develop rates based on the remaining life technique and the straight-line method methodologies. The rates will be developed using estimates of the properties average service life, retirement patterns, and net salvage value.

Key tasks associated with completing the depreciation study for Big Rivers' assets include:

Task 1 -- Collect Data

Task 2 -- Conduct Kickoff Meeting and Review Data

Task 3 -- Update Engineering Assessment

Task 4 -- Update Model, Analyze Depreciation Rates

Task 5 -- Develop Proposed Depreciation Rates

Task 7 -- Review Depreciation Rates and Service Lives

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 56 of 395

Work Plan and Methodology

(continued)



Task 8 – Prepare Draft Report

Task 9 – Finalize Report

Task 10 – Respond to RUS (if needed)

Methodology

The following specific tasks are proposed to be undertaken by Burns & McDonnell as a method for completing the scope of work described above.

Task 1 – Collect Data

Burns & McDonnell's project team will prepare and submit to Big Rivers a data request for information and data sources required to perform the depreciation rate study. The request for data will be as comprehensive as possible. However, as the evaluation proceeds, additional information may be requested, as necessary. We are familiar with the data Big Rivers has available for the study which will allow us to focus the data request on just the information necessary to complete the study efforts.

Task 2 – Conduct Kickoff Meeting and Review Data

Burns & McDonnell proposes to conduct a project kickoff meeting once Big Rivers has the initial data requirements compiled. This meeting will provide the opportunity for Burns & McDonnell's project consultants to discuss the data and study with key staff. It will also allow Burns & McDonnell and Big Rivers to review the project approach, the various issues to be addressed, and the data and information requested. Burns & McDonnell will review as much of the data requested as possible before the meeting. During the meeting, we will discuss data issues and work with Big Rivers to finalize a timeline for the study that will result in completion and acceptance of all tasks and deliverables in time to facilitate completion of the final report.

Task 3 – Update Engineering Assessment

Burns & McDonnell typically completes property observations as an early step in the study process. For this study, physical property inspections will not be required because Burns & McDonnell already recently completed physical site observations for the prior Engineering Assessment. During the kickoff meeting we will ask questions regarding significant issues or changes with Big Rivers' facilities that would potentially have an impact on estimates of useful lives.

Based on those recent site observations and data gathered previously, combined with updated information provided by Big Rivers, we will review the useful lives reflected in the current depreciation rates. We will include any necessary updates of plant facilities' basic design and equipment, historical performance, operating and maintenance procedures, operating hours, and other factors that may impact the remaining useful life of the facilities.

The scope includes an analysis of existing data and reports as required to prepare an opinion of the remaining useful life of the Big Rivers' depreciable plant facilities. The analysis will be based on the data collected from Big Rivers on the various utility system facilities and interviews with the engineering and operations and maintenance personnel. This scope of work and associated fees for services does not include engineering design services and will not address capital expenditures required to meet existing and future requirements.

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

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Work Plan and Methodology

(continued)



Task 4 – Update Model, Analyze Depreciation Rates

The next key task will be to update the depreciation model utilized in Big Rivers' prior depreciation study and then analyze the depreciation rates. Burns & McDonnell proposes to perform an analysis of the current depreciation rates, but with a broader base of comparisons and include consideration of Big Rivers' and other utilities' actual asset life experience. The experience and observations of Big Rivers' staff and Burns & McDonnell's engineer's experience will be used to assess whether the service life assumptions reflected in the depreciation rates are appropriate and reasonable.

Task 5 – Analyze External Factors

Burns & McDonnell will analyze external and possible environmental factors that may impact plant asset remaining useful lives and depreciation rates. External factors may include the experience of other utilities with the early retirement of coal-fired generation assets, accounting losses associated with retiring assets that aren't fully depreciated, long-term availability of spare parts for coal-fired generation assets, and possible new clean air legislation.

Task 6 – Develop Proposed Depreciation Rates

Proposed depreciation rates will be developed based on the information collected and prepared in the previous tasks. The rates will be prepared by RUS plant account and sub-account. Included with the rates will be suggested average service lives for each plant account and sub-account. The proposed rates will be compared to the current depreciation rates.

Newer environmental compliance assets such as scrubber equipment that have a shorter expected life than the other assets will be broken out into sub-accounts.

Two primary methods will be used to calculate depreciation rates: the Whole Life method (most General Plant accounts) and the Life Span method combined with the Remaining Life technique (all Transmission accounts and all Production accounts and Account 390 – Structures).

Burns & McDonnell's engineers and depreciation consultants will perform an analysis of available data and information in order to assess whether specific detailed estimates of terminal removal costs for each of the Big Rivers generating stations can be developed with reasonable substantiation.

Burns & McDonnell will determine salvage value on two bases – normal net salvage and terminal net salvage. The difference between the two estimates is that decommissioning cost estimates are rolled into the terminal net salvage value. If Big Rivers does not have specific dates for retirements determined, Burns & McDonnell may develop assumptions to identify dates.

To the extent that cost estimates for dismantlement and closure of facility sites can be developed with supportive documentation as to the reasonableness of the estimates, these estimated removal costs can be factored into the net salvage rates and, ultimately, into the proposed depreciation rates. If there are a number of unknowns regarding the ultimate disposition of the equipment and facility sites it will preclude the formulation of reasonable estimates of terminal removal costs. If this is the case, Burns & McDonnell will utilize industry standards and past experience based on data from other utility facility retirements to calculate terminal net salvage rates.

Work Plan and Methodology

(continued)



Task 7 – Review Depreciation Rates and Service Lives

Burns & McDonnell will conduct a review meeting with Big Rivers' staff to discuss the proposed depreciation rates and service lives. During this meeting, agreement will be reached as to any revisions to the proposed rates, assumptions, and the average service lives for each plant account and sub-account. We will discuss any corrections or revisions required in order to begin preparing the report.

Task 8 – Prepare Draft Report

Burns & McDonnell will prepare a written draft report to Big Rivers that covers the study efforts. This draft report will provide a summary of all of the analyses and will describe the data and information used, the assumptions made, the analyses performed, and the results obtained in completing the study. The report will identify the conclusions and present Burns & McDonnell's recommendations. A copy of the report will be provided to Big Rivers electronically in draft form for review by Big Rivers' staff.

Task 9 – Finalize Report

Based upon comments and input from Big Rivers, Burns & McDonnell will revise the report and will provide eight copies of the final report to Big Rivers. An electronic copy of the report will also be provided in Adobe Acrobat format.

Respond to RUS (as needed)

Burns & McDonnell will be available to provide support to Big Rivers in responding to questions from RUS regarding the depreciation rate study. Burns & McDonnell will assist Big Rivers, as necessary, with the RUS approval process for the proposed rates. The actual services to be provided will be determined at the time and provided on an as needed basis.

Additional Regulatory Support Services (as needed)

Burns & McDonnell will also be available to provide support to Big Rivers regarding the depreciation study in regulatory proceedings before the KPSC, FERC or any other regulatory agency at an additional cost based on the hourly rates provided in the Firm Dollar Cost section of this proposal.

Firm Dollar Cost



Firm Dollar Cost

Burns & McDonnell is proposing to provide a comprehensive Depreciation Study for Big Rivers as described in our work plan for a firm dollar cost of \$56,400.

The project will be performed by the Burns & McDonnell team on an hourly fee plus expenses basis. The breakdown below provides a schedule of fees and expenses by personnel, hourly rates, and hours to complete the desired study. The total estimate of fees includes the fees for labor charges, travel, out-of-pocket expenses, and other costs to be incurred in completing the project.

Expenses are included for one project trip by two appropriate members of the project team for the kick-off meeting. A total of 300 hours are estimated to be required to complete the study.

Burns & McDonnell anticipates billing on a monthly basis for the fees and expenses incurred for the study. A statement will be provided with each monthly invoice stating the work that was completed and covered by the charges on the corresponding invoice. Any work requested beyond that outlined in the proposed work plan will be billed on the hourly fees shown below plus expenses basis.

Schedule of Professional Fees and Expenses

Big Rivers Electric Corp. Depreciation Study

	Hours	Hourly Rate	Total
Ted J. Kelly - Project Director	64	\$207	\$13,248
Jon Summerville - Project Manager	160	\$172	\$27,520
Adam Young - Engineer	44	\$161	\$7,084
Gerron Blackwell - Project Analyst	32	\$134	\$4,288
Total Hours	300		
Total Hourly Fees			\$52,140
Out of Pocket Expenses			\$4,260

TOTAL FIRM DOLLAR COST

\$56,400

Timeline



Project Timeline

Our project team is prepared to initiate the assignment immediately upon receipt of the notice to proceed. We understand the targeted completion date is December 31, 2012 and includes various milestones. We are prepared to meet these schedule requirements.

Burns & McDonnell anticipates an approximate three month schedule will be needed to complete the study, assuming requested data is made available in a timely fashion. Assuming the study begins no later than the last week of September 2012, we are prepared to conclude the study with a final report by the final week of December. With the Christmas holiday falling in this period we will make every effort to complete the study by December 21, 2012. We believe the proposed schedule is adequate to complete a thorough study, provide an appropriate opportunity for review of preliminary results, complete a draft report, receive comments on the draft report, and provide a final report. If there are any other specific requirements as to the timing of the study completion, Burns & McDonnell is willing to discuss revisions to the proposed schedule to meet these requirements.

Big Rivers Electric Corporation Depreciation Study Proposed Project Timeline

	TASK	September				October					November				December			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Task 1	Collect Data				◆													
Task 2	Conduct Kickoff Meeting and Review Data																	
Task 3	Update Engineering Assessment																	
Task 4	Update Model, Analyze Depreciation Rates																	
Task 5	Analyze External Factors																	
Task 6	Develop Proposed Depreciation Rates																	
Task 7	Review Depreciation Rates and Service Lives																	
Task 8	Prepare Draft Report																	
Task 9	Finalize Report																	★

Key:

Length of Task
 Contract Award

Kickoff Meeting Draft Report
 Final Report

Conflicts of Interest



Burns & McDonnell has worked with Big Rivers in the past and currently a rehearing is underway at the KPSC for previously approved depreciation rates. It is the opinion of Burns & McDonnell that this (or any other past project) would not create a conflict of interest. Below are the projects for which professional consulting services were rendered for Big Rivers over the past few years.

Project #	Description
57670	BIG RIVERS ELECTRIC CORP DEPRECIATION STUDY
60982	BREC HMPL STATION 2 STUDY OF BURNERS MILLS BOILER AND COMBUSTION
67336	PERFORM ON-SITE OBSERVATIONS OF THE LOW NOX BURNERS AT HMPL UNIT 1
67337	WITNESS NEW BURNER TESTING ON BIG RIVERS ELECTRIC CORPORATION HMPL UNIT 1
68641	HMPL STATION 2 SCRUBBER UPGRADE
68642	STUDY AND SPEC PREPARATION FOR REPLACEMENT SCRUBBER AT DB WILSON STATION



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 212394	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 11363	DELIVER TO	DATE OF ORDER/BUYER 22-JUN-12 Toerne, Robert Frank	REVISED DATE/BUYER Toerne, Robert Frank
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6029 888-268-6219	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (816) 333-9400

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

	TOTAL	CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 212394-1	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 11363	DELIVER TO	DATE OF ORDER/BUYER 09-OCT-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (816) 333-9400

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
212394-1

REVISION
 0

PAGE
 2

SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PERFORM ENGINEERING SERVICES DESCRIBED WITH THE BURNS & MAC PROPOSAL DATED JUNE 1, 2012 TO DEVELOP AN FGD ISLAND SPECIFICATION. EXISTING GENERAL SERVICES AGREEMENT DATED APRIL 26, 2010 WILL APPLY TO THIS ORDER. DELIVER TO: ROBESON, ERIC MICHAEL		.1	EACH	\$ 279500.00	\$ 27,950.00

TOTAL

\$ 27,950.00

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 66 of 395



Your Touchstone Energy[®] Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 212394-2	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420


VENDOR NO 11363	DELIVER TO	DATE OF ORDER/BUYER 17-DEC-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (816) 333-9400

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: BURNS AND MC DONNELL ENGINEERING CO INC
9400 WARD PARKWAY
KANSAS CITY, MO 64114-3319

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
212394-2

REVISION
0

PAGE
2

SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PERFORM ENGINEERING SERVICES DESCRIBED WITH THE BURNS & MAC PROPOSAL DATED JUNE 1, 2012 TO DEVELOP AN FGD ISLAND SPECIFICATION. EXISTING GENERAL SERVICES AGREEMENT DATED APRIL 26, 2010 WILL APPLY TO THIS ORDER. DELIVER TO: SHAW, THOMAS L		.01	EACH	\$ 279500.00	\$ 2,795.00
					TOTAL	\$ 2,795.00



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
FAX 270-827-9336
www.bigrivers.com

PURCHASE ORDER PAGE 1

NUMBER 119451

INVOICES MUST BE BY PURCHASE ORDER AND LINE ITEM
NUMBER. SHOW PURCHASE ORDER NUMBER ON ALL PACKAGES.

SHIP TO:

BIG RIVERS ELECTRIC CORP.
201 THIRD ST.
HENDERSON, KY. 42420
WAREHOUSE 50

00000

VENDOR

BURNS & MCDONNELL
P.O. BOX 419173
KANSAS CITY, MO

64141 6173

DATE: 6/29/10

FOB: DEST

FREIGHT: INCLUDED

TERMS: NET 30 DAYS

SHIP VIA:

VENDOR NO.: 8015

PHONE NO.: 816 333-9400

QUOTATION INFORMATION

TED KELLY

BUYER

DANA
CLEVIDENCE

THIS SHIPMENT IS TO BE FOB DEST. WITH
ALL FREIGHT CHARGES PAID BY THE VENDOR

SHIP ATTEN: GARRETT/JEREMY D

ITEM	QUANTITY	U/M	DESCRIPTION	BREX TAX CODE	UNIT PRICE	TOTAL AMOUNT
1	1	EA	COMPREHENSIVE DEPRECIATION STUDY ON BIG RIVERS ELECTRIC ASSETS BASE ON 12/31/09. TO BE IN ACCORDANCE WITH RUS BULLETIN 17678-1. DEPRECIATION RATE SCHEDULE BY RUS SUBSIDIARY ACCOUNT 101, REMAINING ECONOMIC LIFE AT EACH GENERATION FACILITY. PRICE IS BASED ON AN ESTIMATE COST. REQUISITION NUMBER: P 64177 001 DELIVERY DATE 10/15/10	1	84500.000	84500.00
THE ABOVE PRICES ARE CONSIDERED FIRM. PRICE CHANGES MUST BE APPROVED BY PURCHASING PRIOR TO SHIPMENT. INQUIRIES SHOULD BE DIRECTED TO THE APPROPRIATE BUYER AS SHOWN IN THE "BUYER CODE" SECTION ABOVE. THE TELEPHONE NUMBER IS 270-827-2561						
HEADQUARTERS RECEIVING HOURS FOR MOTOR FREIGHT SHIPMENTS ARE FROM 8:30 A.M. TO 4:30 P.M. MONDAY THROUGH FRIDAY. ANY RECEIVING AFTER HOURS ONLY BY PRIOR AGREE MENT WITH APPROPRIATE PERSONNEL.						
THE KY. OSHA HAZARD COMMUNICATION STANDARD (29 CFR 1910.1200, G. 1.) REQUIRES BIG RIVERS TO HAVE A MSDS FOR EACH HAZARDOUS CHEMICAL WHICH IT USES. CONSE- QUENTLY, BIG RIVERS REQUIRES THE VENDOR TO SUPPLY A MSDS TO THE WORK LOCATION WAREHOUSE WITH THE SHIPMENT. THE REQUIREMENT OF A MSDS APPLIES TO ALL ELEMENTS AND COMPONENTS OF ASSEMBLED PRODUCTS, INCLUDING BUT NOT LIMITED TO GASKETS, PACKING FLUIDS, GASES AND ALL OTHER INTERNAL CONSTITUENTS. THIS REQUIREMENT IS APPLICABLE WHENEVER: (1) A FIRST-TIME SHIPMENT OR PICKUP EXISTS (2) THE MSDS HAS BEEN REVISED SINCE THE LAST PURCHASE OR (3) THERE IS UNCERTAINTY REGARDING ITEM (1) AND (2) ABOVE.						
OVERSHIPMENTS WILL NOT BE ACCEPTED ON THIS PURCHASE ORDER!!						

Case No. 2012-00535

TAX INFORMATION:

DO NOT ADD SALES TAX. BIG RIVERS IS DIRECT PAY.

Attachment for Response to PSC 1-45

THE CONDITIONS SET FORTH ON REVERSE OF SHEET ARE A
PART OF AND GOVERN THE ACCEPTANCE OF THIS ORDER.
FOR INFORMATION REGARDING THIS ORDER
PLEASE COMMUNICATE WITH OUR BUYER.

Witness: Billie J. Richert

Page 69 of 395

ROB TOERNE

APPROVED

--- PURCHASING ---

Burns &
McDonnell
SINCE 1898



Proposal for Depreciation Study

Prepared for: Big Rivers Electric Corporation

Submitted by: Burns & McDonnell

June 2010





June 4, 2010

Purchasing Department
Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420

Re: Proposal for Depreciation Study

Dear Madame or Sir:

Burns & McDonnell is pleased to submit our proposal to provide a Depreciation Study (Study) for Big Rivers Electric Corporation (Big Rivers). The Burns & McDonnell proposal has been prepared in response to your Request for Proposal (RFP) dated May 1, 2010.

Burns & McDonnell has reviewed the requirements and scope of work contained in the RFP and feel that we are well qualified and prepared to perform the necessary services. Burns & McDonnell has served in similar roles for other electric utilities across the United States and welcomes the opportunity to assist Big Rivers with this most important engagement.

This document has been organized to present our qualifications and approach to your engagement in a manner that addresses the questions outlined in your RFP. As you review our submittal, please consider the following strengths of Burns & McDonnell:

- Burns & McDonnell is the only ENR Top 100 Firm to be awarded PSMJ's Premier Award for Customer Service
- Burns & McDonnell is 100 percent Employee Owned
- Burns & McDonnell is a true full service A/E/C firm
- Burns & McDonnell has a top 1 percent safety record
- Burns & McDonnell is financially strong and without debt

We at Burns & McDonnell are very enthused about the opportunity to assist Big Rivers. We truly want to serve as your consultant for the services identified. If you have any questions concerning our proposal, please contact me at 816.822.3028 or tkelly@burnsmcd.com. We look forward to working with you.

Sincerely,

BURNS & McDONNELL ENGINEERING COMPANY, INC.

Ted J. Kelly
Project Manager, Business & Technology Services

Firm Information



Introduction to Burns & McDonnell

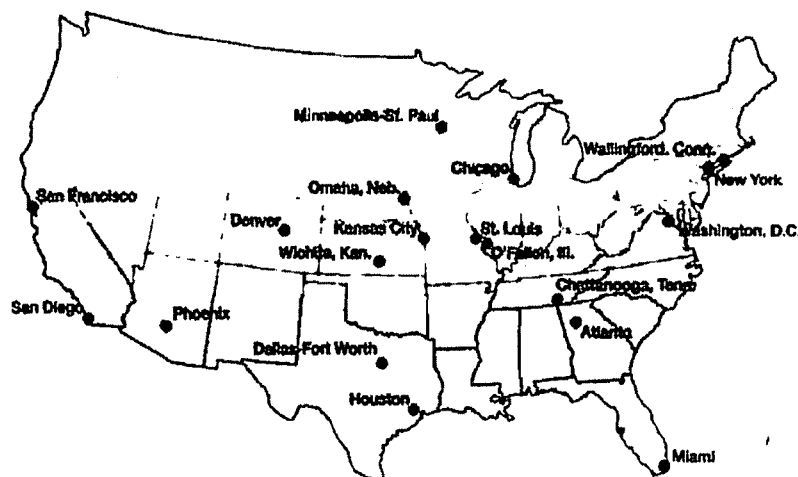
We, as employee-owners at Burns & McDonnell, are proud of our firm and welcome this opportunity to provide an introduction of the capabilities of Burns & McDonnell to perform a Depreciation Study (Study) for Big Rivers. This section of our proposal provides general information about our firm.

Burns & McDonnell serves its clients through a nation-wide network of offices, including our headquarters in Kansas City, Missouri. We offer a full range of consulting, engineering, architectural, and design build services. Our employee-owners include engineers, economists, financial analysts, architects, geologists, planners, estimators, and environmental scientists. In addition to meeting the needs of the power industry, Burns & McDonnell also serves the natural gas, water and wastewater industries, the bio-fuels and food processing industries, the aviation industry, and a wide variety of other commercial, industrial, and government clients.

Firm Name and Address

Burns & McDonnell is an internationally recognized consulting firm that has been serving clients like Big Rivers since 1898. Burns & McDonnell's plans to perform the Study from our world headquarters at:

Burns & McDonnell
Ted Kelly, Project Manager
9400 Ward Parkway
Kansas City, Missouri 64114
Tel: 816-822-3208
Fax: 816-333-3027
Email: tkelly@burnsmcd.com
Website: www.burnsmcd.com



Overview of the Firm

Burns & McDonnell has successfully served clients in three centuries -- the 19th, 20th, and 21st Centuries. We are still providing services to Iola, Kansas, the first major assignment for Mr. Clinton Burns and Mr. Robert McDonnell at the turn of the century. This level of continued service is unparalleled in our industry as evidenced by the fact that Burns & McDonnell is consistently ranked in the top fifteen firms in the U.S. in the energy design field as published in *Engineering News-Record*. Our firm provides a full range of technical services to utility, governmental, institutional, military, commercial,

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Firm Information

Key Personnel

Qualifications, Experience, References

Firm Information (continued)



and industrial clients.

Since 1986, Burns & McDonnell has been a 100 percent employee-owned firm. The firm's operations are directed by an officer corps that practices a management philosophy grounded in participation and attention to client and employee matters. This combination produces an active interest and involvement on the part of each employee-owner in the performance of our firm. These same employee-owners form the professional teams that serve our clients.

The Burns & McDonnell staff, currently numbering 3,000 employee-owners, includes professional engineers and financial specialists with extensive experience completing utility rate and financial studies. Our firm, therefore, has in-depth capabilities in utility planning; facilities design, engineering, and construction; environmental; and architectural services. Examples of particular service areas include:

- Utility Rate Services
- Economic/Pricing/Financial Analyses
- Management Consulting Services
- Resource Planning
- Operations Services
- Resource Management
- Plant Siting Services
- Environmental Studies

Employee Ownership

As a 100% employee-owned firm, each member of the Burns & McDonnell team brings an owner's mentality to your project. This provides a noticeably higher level of service to our clients keeping our one mission in mind – Making Our Clients Successful.

Industry Rankings & Awards

Burns & McDonnell is ranked in the top 10 percent of the leading 500 U.S. design firms and the top third of the leading design-build firms by the Engineering News Record. We were also recently listed in the top 10 mechanical/electrical firms by Consulting-Specifying Engineer. Honored with numerous awards for excellence by professional organizations, government agencies and the armed forces, we've established a reputation for providing high-quality service to our clients and innovative solutions to meet their needs.

PSMJ Resources, Inc, the premier management consulting firm for the architecture/ engineering/construction (A/E/C) industry, recently announced the winners of its 1st Annual Premier Award for Client Satisfaction. The Premier Award, presented in partnership with Design Facilitator, honors A/E/C firms that provide their clients with top quality communications, impressive performance, and cost effective solutions. Burns & McDonnell was named one of only six firms nationally to receive the Premier Award for Client Satisfaction.

Burns & McDonnell received the distinct honor of being recognized on FORTUNE Magazine's list of The 100 Best Companies to Work For in 2009. Ranked at #50 and reflecting a job growth rate of 16 percent, this recognition

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Key Personnel



Key Personnel

The Business & Technology Services group of Burns & McDonnell can assist the Big Rivers in conducting a depreciation study of all of its assets. Business & Technology Services brings together a highly qualified staff of economic and business professionals with diverse training and expertise. This staff has the experience and knowledge to complete the services and provide recommendations that meet federal, state, and local regulations. In addition, the firm has technical specialists with additional areas of expertise on which Business & Technology Services can call as needed.

When Big Rivers decides to pursue the completion of the project, Burns & McDonnell will make the appropriate individuals available to provide the necessary services. Our proposed project team would be structured as follows:

Mr. Ted Kelly will serve as project manager. Mr. Kelly has experience managing numerous projects involving valuation of utility properties and depreciation rate determinations. Mr. Kelly has extensive experience in utility rate matters and has performed various useful life, valuation, depreciation rate, cost-of-service, and rate design studies for clients across the country. As project manager, he will ensure satisfactory completion of the work and be directly responsible for the services. Besides having responsibility for completing certain aspects of the proposed work, he will ensure that other appropriate resources within our multi-disciplined, full-service firm are brought in as needed to complete the various aspects of each phase of the project.

Ms. Sara Worrall will serve as senior project analyst. Ms. Worrall has over eight years of extensive experience in utility rate matters and has performed various useful life, cost-of-service, and rate design studies for clients across the country. As senior project analyst, she will ensure satisfactory completion of the work and be directly responsible for the services. Besides having responsibility for completing certain aspects of the proposed work, she will ensure that other appropriate resources within our multi-disciplined, full-service firm are brought in as needed to complete the various aspects of each phase of the project.

Mr. Gary Groninger will serve as project engineer for the project. Mr. Groninger has over 30 years experience in many different industries and many different areas within those industries. During his career, he has provided executive-level management and planning related service to electric utility clients, natural gas utility clients, regulatory bodies, and governmental agencies.

Mr. Gerron Blackwell will serve as a project analyst. Mr. Blackwell has six years of experience will assist in completing the detailed analysis and assembling appropriate data. Mr. Blackwell has developed and used financial models as part of a number of studies. These studies have included depreciation rate determination, financial analysis, determination of revenue and revenue requirements, cost-of-service analyses, and rate analyses and design.

Mr. Ryan Riek will also be available to serve as project analyst. Mr. Riek has developed and used financial models on a number of project assignments. These studies have included various financial and rate study projects.

Key Personnel (continued)



Detailed resumes for the project team members are provided on the following pages. These resumes provide extensive information concerning the experience our senior consultants have in providing services to clients across the country. Additional resumes can be provided upon request.

WORK PLAN & MEMORANDUM

SUPPORT

Qualifications, Experience, References

Ted J. Kelly, MBA

Project Manager



Expertise

- Utility Rate Analyses
- Cost of Service
- Utility Planning and Operations Analysis
- Financial Analysis
- Power Supply Evaluations

Education

- B.S. in Economics, Minor in Engineer Management, University of Missouri-Rolla, 1977
- MBA in Utility Regulation and Management, Indiana University, 1983

Organizations

- Council of Energy Advisors
- Empire Who's Who of Executives and Professionals 2003-04, 2005-06
- National Register's Who's Who in Executives & Professionals 2002-03
- American Water Works Association

Committees

- Texas Public Power Association Marketing & Customer Service

Total Years of Experience

31

Years With Burns & McDonnell

2

Start Date

998

Mr. Kelly is a Principal in Business & Technology Services at Burns & McDonnell. In this capacity, Mr. Kelly is responsible for managing a variety of projects for utilities relating to financial and management issues. He is the Department Head of the finance and markets area of Business & Technology Services. Mr. Kelly's project experience includes analysis of utility operations and management; strategic and business planning; cost-benefit analysis; financial feasibility; economic impacts; revenue requirements; financial and cost accounting; cost of service; rate design; contributions in aid of construction; resource acquisition strategies; power supply planning; and valuations of utility property. He has managed numerous projects involving in-depth financial analysis. Mr. Kelly has over 30 years of utility financial consulting experience.

Mr. Kelly has been involved in utility assignments involving the determination of revenue requirements and cost of service by customer class. Specific studies include projections of revenues and expenses; normalization of test period data; analyses of customer class load characteristics; development of customer class cost allocation factors; analyses of customer bill frequency data; design of cost of service rates; calculations of revenue under proposed rates; and preparation of testimony. Mr. Kelly has completed studies for electric, water, wastewater, stormwater, and gas utility systems. His work has included presentation of testimony before state regulatory commissions.

Mr. Kelly has managed, performed, and assisted utilities in developing business plans with the purpose of establishing goals, strengthening long-range strategic financial plans, and considering organizational restructuring. Mr. Kelly has conducted extensive data collection, interviews, and evaluations regarding markets, services, development programs, organization and management structure, financial feasibility, and regulatory strategies. He has assisted clients with the development of a business plan for organizational restructuring. He has performed various financial analyses that have included evaluation of life cycle costs, determination of internal rates of return, and calculation of net present value.

Mr. Kelly has led efforts on behalf of a number of clients in fulfilling the clients' bond resolution requirements for consulting engineer's letters and reports. Many projects include preparation of engineer's reports to be included in official statements for revenue bond issues. Mr. Kelly has also performed numerous valuation, feasibility, and property appraisals pertaining to acquisition or overall value of utility properties. These studies include property inventories, inspections, and the review of utility operations, management, and accounting records. Other areas of assistance for the acquired systems include reviews of staffing adequacy, work scheduling and planning, review of network crews and vehicle maintenance facilities.

Clients for whom Mr. Kelly has performed depreciation rate and electric rates studies over the past few years include: Western Farmers Electric Cooperative, Sunflower Electric Cooperative, Mid-Kansas Electric Corporation, Dover Electric Department; Lakeland Electric; Heartland Consumers Power District; Owensboro Municipal Utilities; Naperville Department of Public Utilities; Jackson, Missouri; Carthage, Missouri; Ames Municipal Electric System; McPherson Board of Public Utilities; and Glenwood Springs, Colorado.

Sara K. Worrall
Senior Project Analyst



Expertise

- Economic/Financial Modeling and Analysis
- Cost of Service and Rate Design
- Production Cost Modeling
- Risk Analysis

Education

- B.S. in Business Administration, University of Kansas, 2001

Total Years of Experience

1

Years With Burns & McDonnell

1

Start Date

2001

Ms. Worrall is an analyst in Business & Technology Services at Burns & McDonnell. Her particular area of expertise is in financial analysis, with focus on market assessments and pro forma presentations. Ms. Worrall is skilled in financial modeling, financial analyses, and risk analysis.

Ms. Worrall has been actively involved as project analyst in several cost-of-service analyses and rate studies for various utilities. She has been responsible for analyzing required capital expenditures, evaluating revenue and debt financing, and allocating costs to various customer classes. She has also determined cost-based rates based on projected revenues and expenses using detailed financial models. Ms. Worrall has completed an extensive three-day seminar given by the American Water Works Association. The seminar was titled Financial Management: Cost of Service Rate-Making. Ms. Worrall has also served as a project analyst on several consulting engineer's reports for utility revenue bond issues. She has been responsible for performing financial cash flow analyses including reviews of debt service coverage levels.

Clients for whom Ms. Worrall has provided financial analysis, rates, and cost of service assistance include:

- City of Naperville, Illinois
- City of Liberty, Missouri
- City of Joplin, Missouri
- City of Lake Forest, Illinois
- Glenwood Springs, Colorado
- Fort Smith Water and Sewer Utilities, Fort Smith, Arkansas
- Carrollton, Missouri
- Knoxville Utilities Board, Tennessee
- City of Independence, Missouri
- City of Wichita, Kansas
- City of Raymore, Missouri
- Owensboro Municipal Utilities, Kentucky
- City of Gardner, Kansas

Ms. Worrall has developed and used financial models as part of a number of studies. She has developed pro-forma income statements to be used as part of several economic analyses. Ms. Worrall has also run load and resource production-costing models and developed production-costing models for various power supply alternatives using an in-house production-costing model software.

Ms. Worrall also has experience in risk analysis. She has performed fault tree analysis to determine critical components related to reliability of supply for utility systems and decision tree analysis to assess the relative risks of various options. Ms. Worrall also has experience in performing risk analyses using @Risk® software. She has used this expertise in several projects to help determine the riskier items within costs estimates and also to help clients determine the contingency on large projects.

Gary L. Groninger

Project Engineer



Work Plan & Methodology

Expertise

- Power Supply RFPs and Proposals
- Due Diligence and Asset Evaluation
- Power Plant Development
- Electric System Planning
- Strategic Plan Development
- Management Operational Reviews
- System Modeling and Forecasting
- Project Feasibility Evaluations
- Project Development

Education

B.S. (Magna Cum Laude) in Mechanical Engineering
Vanderbilt University
M.S. in Mechanical Engineering, Purdue University, 1972

Organizations

American Society of Mechanical Engineers
Pi Tau Sigma Engineering Honorary

Total Years of Experience

2

Years With Burns & McDonnell

Start Date

003

Mr. Groninger is a Senior Project Manager with Business & Technology Services at Burns & McDonnell. Mr. Groninger has over 30 years experience in many different industries and many different areas within those industries. During his career, he has provided executive-level management and planning related service to electric utility clients, natural gas utility clients, regulatory bodies, and governmental agencies.

Among the types of consulting projects that Mr. Groninger have managed are as follows:

- Development, evaluation and negotiation of power supply RFPs and power purchase agreements.
- Due diligence reviews for power plant financings.
- Development of integrated resource plans for utilities nationwide.
- Detailed evaluations of utility assets.
- Development of technical and operational evaluations of operating power plants.
- Reports to bond rating agencies.
- Competitive analysis study of combustion turbine operating and maintenance expense.
- Development of strategic and operational plans for multi-national companies.
- Development and documentation of written testimony for successful Site Certification and Need for Power Approvals.

RECENT PROJECTS AT BURNS & MCDONNELL

Development of 75 MW Peaking Power Plant, Midwest Energy, Inc.

Project Manager and Client Coordinator of a 75 MW peaking power plant consisting of nine (9) Wartsila gas-fired, reciprocating engines. This \$62 Million project was a construction design build (CDB) project on a greenfield site. Project included equipment procurement and installation subcontracts of customer procured equipment, and permitting assistance.

Previous assignments related to this project included the management of a power solicitation Request for Proposals (RFP), detailed economic analysis of all RFP responses, and negotiation support with the winning bidder (Wartsila).

Development of 25 MW Peaking Power Plant, Greenville Electric Utility System

Project Manager for feasibility studies and resource plan evaluation which led to the development of a 25 MW peaking power plant. The plant is made up of three (3) Wartsila gas-fired reciprocating engines and is located on an existing plant site. Project responsibilities for Burns & McDonnell included equipment procurement and installation subcontracts of customer procured equipment, and permitting assistance. Plant is scheduled to be in Commercial Operation in June 2010. The feasibility study portion of this project included evaluations of other potential power suppliers and power purchase agreements.

Generation Resource Plan Development, Sunflower Electric Power Corporation

Project Manager of the development of both a long- and short-term generation resource plan. This detailed plan resulted from an elaborate financial analysis comparing the implementation of many different possible future generation resource portfolios including potential power purchase agreements with other utilities and municipalities. Also included in this analysis were a number of different input scenarios including different regulatory impacts such as carbon taxes, load growth projections, and future fuel forecasts. Included in the resource portfolios were many types of renewable projects including wind, as well as conventional fossil-fueled options such as natural gas-fueled simple and combined cycle power plants, reciprocating engine plants, and conventional coal and circulating fluidized bed power plants. Specific conclusions and recommendations were developed as well as detailed implementation plans complete with scheduling milestones for achieving commercial

Support

Qualifications, Experience, References

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operation of each proposed generating resource.

Power Plant Assessment Study, East Kentucky Power Cooperative

Project Manager of a detailed power plant assessment study performed in order to develop a future overall corporate operating strategy consistent with EPA emissions restrictions for NO_x, SO₂, Particulate Matter, and Mercury. Detailed cost estimates and evaluations of a number of different pollution control devices and combinations were developed and incorporated into a financial analysis. This analysis then led to a strategic plan which included detailed implementation schedules for future compliance.

Due Diligence Evaluation of Midwest Energy's Generation Assets

Project Manager for a system-wide evaluation of all Midwest Energy's generation assets. Scope included visits to all sites, interviews with key personnel and a detailed evaluation of operation and maintenance records. Deliverable was a detailed recommendation of expected life and cost/benefits of each facility which included boilers, reciprocating engines, and combustion turbines.

Evaluation of Electric Utility, City of Great Falls, Montana

Project Manager for a detailed evaluation of the operations and financial viability of an electric utility owned by the City of Great Falls, Montana. Project deliverables included assessment of the utilities organization and existing operations, assessment of the current and anticipated future financial situation, an outline of key benefits and key risks associated with continued operation of the utility, and a listing of key recommendations prioritized by importance and timing.

EARLIER EXPERIENCE AT BURNS & MCDONNELL

Senior Project Manager (2003-Present)

- Managed two different projects with nationwide Fortune 500 companies to determine future operating strategy and profitable utilization of multi-million dollar corporate assets.
- Developed numerous reports for bond rating agencies in evaluating value of corporate assets.
- Project manager for numerous projects developing long- and short-term integrated resource plans for utilities, municipalities, and other companies throughout the United States.
- Headed study to assess and quantify risks for multi-million dollar equipment acquisition at a major Midwest electric utility.
- Headed competitive analysis study for a Fortune 100 company which was used to determine strategic direction and operating strategy.
- Headed study to recommend optimum outage and operation and maintenance for utilities' power generation division.
- Project manager for development of 20 year integrated resource plan for large utility.
- Developed economic evaluation model and directed user training for use by worldwide, multi-national conglomerate for use in current and future planning decisions.

Mr. Ian C. Riek
Financial Analyst



Expertise

Economic Analysis
Financial Forecasting
Valuation Analysis
Utility Rate Analysis
Cost-of-Service Analysis

Education

B.S. in Business
Administration, Kansas
State University, 2005

Total Years of Experience

**Years With Burns &
McDonnell**

Start Date
2007

Mr. Riek is a financial analyst in the Business & Technology Services group at Burns & McDonnell. Mr. Riek's skills include financial modeling, financial analysis, forecasting, and valuation assessment. The models and assessments completed have been used in various analyses, pro-forma presentations, and market forecasts. Mr. Riek has performed a wide variety of financial consulting engagements and analytical studies. These assignments have included everything from financial forecast development, to economic impact analyses and resource planning studies.

Mr. Riek has been involved in cost-of-service and rate design studies for municipalities. Specific studies include projections of revenues and expenses, normalization of test period data, analyses of customer class load characteristics, development of customer class cost allocation factors, design of cost of service rates, and calculations of revenue under proposed rates. Analyses performed include development of revenue requirements forecasts, cost of service analysis, consolidation of customer classes, and various modifications to the rate design structure.

Mr. Riek has assisted in efforts on behalf of our clients to determine property useful life and valuation. This information has been used in supporting documentation for bond financing.

Prior to coming to the Business & Technology Services group, Mr. Riek worked as an accountant for a supply company and as a portfolio accountant for an investment company.

Work Plan & Methodology

Support

Qualifications, Experience, References

Brian D. Farber, CPA



Expertise

- Accounting
- Asset Valuation
- Cost-of-Service Analysis
- Financial Analysis
- Financial Forecasting
- Information Systems
- Planning
- Procedural Analysis
- Project Management
- Rate Design

Education

- B.S. in Accounting,
Central Missouri State
University

Organizations

- Missouri Society of CPAs
- Institute of Management
Accountants
- American Society of
Appraisers

Total Years of Experience

33

Years With Burns & McDonnell

19

Start Date

1990

Mr. Farber is an Associate Project Manager in the Business & Technology Services group at Burns & McDonnell. He has managed many utility retail cost-of-service and rate design studies, as well as other projects involving in-depth financial analysis. He has extensive experience in regulated utility accounting and financial analysis and has performed numerous depreciation rate studies. Mr. Farber has 30 years of electric utility financial management and consulting experience.

Mr. Farber has managed and performed a wide variety of management consulting engagements and analytical studies. These assignments have included everything from accounting and procedural reviews and financial forecast development, to economic impact analyses and resource planning studies.

Mr. Farber has been involved in cost-of-service and rate design studies for both municipalities and cooperatives. The more recent studies have involved the evaluation of competitive pressures the clients faced from neighboring utilities. Also included has been the development of unbundled costing procedures needed to allow for defining retail wheeling rates and stranded investment charges.

Mr. Farber has performed numerous valuation projects for our clients. In performing these valuations, Mr. Farber has utilized all three of the generally accepted methods of determining asset value: cost approach, market approach, and income approach.

Mr. Farber has led efforts on behalf of many of our clients in fulfilling their bond resolution requirements for consulting engineer's letters and reports. In addition to preparation of certification letters included in official statements for financing issues, he has managed the development of various periodic consulting engineer reports that document the analysis of historical management, operations, and results, and the review of operating budgets and long range plans.

Prior to joining Burns & McDonnell, Mr. Farber spent 10 years with a large utility in the Midwest serving in various financial accounting management and staff capacities. He served as manager over the general and plant accounting departments with overall responsibility for the accuracy of the company's financial records. Mr. Farber's experience also includes nearly six years as project manager over the implementation of new automated accounting information systems and three years as coordinator of the corporate budgeting process.

Qualifications, Experience, References



Qualifications

Burns & McDonnell's Business & Technology Services group was formed to meet the financial and management challenges of our clients. Specific services provided include:

- Utility Rate Services
- Economic/Pricing/Financial Analyses
- Management Consulting Services
- Resource Planning
- Operations Services
- Resource Management

The Business & Technology Services group offers the experience and expertise needed to complete a successful utility cost of service and rate study for Big Rivers. We also have a full understanding of the utility industry. Our experience in forecasting, financing, operation and maintenance reports, and other management assignments provides our staff the breadth as well as the depth of knowledge necessary to successfully complete this assignment. Our knowledge and experience will allow us to address the issues of recovery of the cost of each element of utility service and preparation of the system for meeting the future needs of Big Rivers.

Product & Service Pricing

The Business & Technology Services group of Burns & McDonnell assists its clients with cost evaluations of providing their products and services to their customers and with the development of appropriate pricing mechanisms designed to properly recover those costs.

Product & Service Pricing

The Business & Technology Services group provides cost-of-service and rate analyses for utility clients. These projects include development of short (1 to 2 years), intermediate (3 to 5 years), and long-term (10 plus years) financial forecasts to estimate the effects of anticipated sales and costs on clients' revenue requirements. Our staff creates sophisticated computer models and databases that are utilized in the analyses. Burns & McDonnell's approach to performing each product/service cost study is specifically tailored to each individual client's needs. Studies we provide include average-cost, marginal-cost, avoided-cost, and unbundled-cost analyses.

Product/Service Rate Development

A logical extension of these cost studies is the development of product/service rates and pricing options for our clients. Burns & McDonnell utilizes the results of the cost analyses to evaluate and design rate structures for retail or wholesale product/service markets that accomplish our clients' strategic goals and objectives. We consider both traditional and innovative alternatives in the structure and application of pricing strategies recommended to our clients. The impacts of potential pricing scenarios on our clients' competitive position within their industries are identified and assessed. We also provide expert testimony to regulatory, legal, or other public authorities, both written and oral, on behalf of our clients in support of our product/service pricing recommendations.

Qualifications, Experience, References

continued)



Financing Support

Burns & McDonnell has served as consulting engineer for public utility financings totaling more than \$15 billion. Through these financial activities, we have worked with many investment banking firms and bond counsels. We have also assisted in presentations to rating agencies and bond insurers.

Engineer's Reports

The Business & Technology Services group prepares engineering reports for official statements in conjunction with the sale of revenue bonds. Typically, projections are made of the bond issuers' operating expenses and required revenues.

Management and Operation Reports

Utilities retain Burns & McDonnell to develop management and operation reports. These reports, individually tailored to the utilities' specific needs, are required by the utilities' trust indentures or bond ordinances and have helped our clients improve their systems. All reports require a periodic review of the utilities' management and operation by the consulting engineer to ensure that the utility is operated appropriately and the investment of the bondholder is protected.

Cost Analyses

Burns & McDonnell provides detailed cost analyses and feasibility study services to clients in many different industries. These analyses have included feasibility studies of plant expansions, office consolidations, mergers and acquisitions, and operational master plans. These studies have ranged from one-year to forty-year analyses. We have the in-house capabilities of numerous business and engineering disciplines that enhance our ability to accurately assess the advantages and disadvantages of many types of proposed projects. Custom financial proformas are often developed during these analyses to accurately model the unique features of our client's particular business.

Experience

Burns & McDonnell is experienced in providing professional consulting services related to completing water and wastewater rate studies. Below are descriptions of several relevant projects. Our firm has provided utility rate consultation services to numerous utility clients over the years. These projects have included all facets of analysis of utility revenue requirements, costs-of-service and allocations, traditional and innovative rate design, and presentation and support of study results before utility boards, city councils, regulatory commissions, and other public forums.

Each project Burns & McDonnell completes is unique in that it addresses specific issues for individual clients. In this sense, the scope of work developed for each client is a custom tailored assignment; however, many of the elements and tasks on an assignment are similar to work Burns & McDonnell has completed on previous assignments. Following are brief synopses of various revenue requirements, cost-of-service, and rate design projects performed by Burns & McDonnell in recent years. These synopses highlight specific experience that we feel will be of benefit to you. Information pertaining to additional experience can be provided if so desired.

Work on the following projects was completed in a timely manner to meet the schedules agreed to by the clients and Burns & McDonnell. The projects were all

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Work Plan & Methodology

Support

Fee Schedule

Qualifications, Experience, References (continued)



Work Plan & Methodology

Depreciation Rate Study

completed within the budgets established at the beginning of the project.

Sunflower Electric Cooperative, Hays, Kansas

Burns & McDonnell was retained by Sunflower Electric Cooperative (Sunflower) to provide the professional consulting services required to the preparation of an electric system depreciation rate study. The study is being completed for generation, transmission, and general plant facilities accounted for in accordance with RUS requirements and procedures. An engineering assessment has been completed in conjunction with a useful life assessment of the assets. The scope of the study consists of observation of major equipment components and systems; interviews with Sunflower management aimed at determining the current condition of major equipment and systems and the present maintenance and operating policies; review of outage reports and other evidence of progressive application of up-to-date technologies and procedures; analysis of depreciation rates and performance of actuarial analysis of the service lives; and calculation of proposed depreciation rates for plant assets by RUS account code and comparison of the rates to similar utility depreciation rates. A study report will be prepared and provided to Sunflower, RUS, and the Kansas Corporation Commission. Burns & McDonnell will provide required support to Sunflower in answering questions regarding the proposed rates from RUS and the KCC.

Depreciation Rate Study

Western Farmers Electric Cooperative, Anadarko, Oklahoma

Burns & McDonnell was retained by Western Farmers Electric Cooperative (WFEC) to provide the professional consulting services required to the preparation of an electric system depreciation rate study. The study was completed for all generation facilities accounted for in accordance with RUS requirements and procedures. An engineering assessment was completed in conjunction with a useful life assessment of WFEC's generation assets. The scope of the study consisted of observation of power plant major equipment components and systems; interviews with plant management aimed at determining the current condition of major equipment and systems and the present maintenance and operating policies; review of outage reports and other evidence of progressive application of up-to-date technologies and procedures; analysis of depreciation rates and performance of actuarial analysis of the service lives; and calculation of proposed depreciation rates for plant assets by RUS account code and comparison of the rates to similar utility depreciation rates. A study report was prepared and provided to WFEC and RUS. Burns & McDonnell provided support to WFEC in answering questions regarding the proposed rates from RUS.

Depreciation Rate Study

Mid-Kansas Electric Company, LLC, Hays, Kansas

Burns & McDonnell was retained by Mid-Kansas Electric Company, LLC (MKEC) to provide the professional consulting services required to the preparation of an electric system depreciation rate study. The study is being completed for generation, transmission, and general plant facilities accounted for in accordance with RUS requirements and procedures. An engineering assessment has been completed in conjunction with a useful life assessment of the assets. The scope of the study consists of observation of major equipment components and systems; interviews with Sunflower management aimed at

Support

Fee Schedule

Qualifications, Experience, References

continued)



Work Plan & Methodology

determining the current condition of major equipment and systems and the present maintenance and operating policies; review of outage reports and other evidence of progressive application of up-to-date technologies and procedures; analysis of depreciation rates and performance of actuarial analysis of the service lives; and calculation of proposed depreciation rates for plant assets by RUS account code and comparison of the rates to similar utility depreciation rates. A study report will be prepared and provided to MKEC, RUS, and the Kansas Corporation Commission. Burns & McDonnell will provide required support to MKEC in answering questions regarding the proposed rates from RUS and the KCC.

Depreciation Rate Study

Board of Public Utilities, Kansas City, Kansas

Burns & McDonnell was retained by the Kansas City, Kansas Board of Public Utilities (BPU) to provide the professional consulting services required to update the analysis of electric system depreciation expense. This analysis was performed previously by Burns & McDonnell. In order to update the depreciation analysis, an e-mail survey was issued to several electric utility systems requesting data for the utility's beginning and end of year 2002 plant-in-service balances, depreciation expenses, and depreciation rates, by Federal Energy Regulatory Commission (FERC) Uniform System of Accounts. An initial comparison of composite average annual depreciation rates for various utilities was developed followed by a more in depth analysis of depreciation rates by FERC account. A detailed table comparing depreciation rates and useful service lives, for each FERC plant account, based on the data obtained through the survey was also included in the study. Burns & McDonnell then prepared recommended depreciation rate changes for BPU's consideration and implementation.

Support

Other Depreciation Rate Analyses

Depreciation Rate Analyses as Part of Cost-of-Service and Rate Studies

The Business & Technology Services Group of Burns & McDonnell assists its clients with cost evaluations of providing their products and services to their customers and with the development of appropriate pricing mechanisms designed to properly recover those costs. A significant item included in many of the cost-of-services studies described below completed by Burns & McDonnell has been an analysis of appropriate depreciation rates for use by the utility. These analyses were not separate studies but a part of the comprehensive cost-of-service study.

Useful Life and Valuation Study

Southwest Transmission Cooperative, Inc. (Southwest)

Southwest Transmission Cooperative, Inc. (Southwest) (the transmission system portion of Arizona Electric Power Cooperative) retained Burns & McDonnell to perform a useful life and valuation study for the system transmission assets. Southwest needed an independent appraisal to support their request to the Rural Utility Services to adjust their property insurance coverage level and to support adjustment of depreciation rates.

Burns & McDonnell performed an appraisal and useful life assessment of Southwest's transmission assets including 18 transmission substations. The project report was prepared using the replacement cost methodology in

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Fee Schedule

Qualifications, Experience, References (continued)



Work Plan & Methodology

Support

Fee Schedule

Unbundled Cost Analysis, Cost-of- Service Model Development, Customization for Member Cooperatives

accordance with the Uniform Standards of Professional Appraisal Practice defined by the Appraisal Foundation.

In addition, Burns & McDonnell has completed asset retirement obligation (ARO) studies for Sierra Southwest Cooperative Services on behalf of Arizona Electric Power Cooperative.

Associated Electric Cooperative, Inc., Springfield, Missouri

Burns & McDonnell completed a comprehensive cost-of-service program for Associated Electric Cooperative, Inc. and its 51-member distribution cooperatives. During this assignment Burns & McDonnell staff refined our cost-of-service model Unbundle™ so as to provide a standard, yet custom, cost-of-service study approach to all member systems. The assignment for Associated and its member systems extended beyond a standard cost-of-service study and included presentation of the model as well as results to each of the distribution cooperatives. Staff was trained on the theory of cost-of-service and the use of the Unbundle™ model through classroom sessions held across the state of Missouri. Burns & McDonnell developed all of the training material including audio visual aids and comprehensive training manual for the Excel-based cost-of-service model. Burns & McDonnell then completed this program by developing a benchmarking process that was based on the unbundled cost from this study. As a result of our work on this assignment, Associated's member cooperatives all completed meaningful cost-of-service studies at a reasonable cost, developed tools to use in analyzing their cost-of-service in the future, identified "best practices" through the benchmarking process, and obtained a better understanding of their costs as they prepared for deregulation.

As more and more states take action to deregulate or reregulate the electric industry, professional consulting services are needed to prepare an unbundled cost-of-service study and to assist with retail rate design. These projects can include all facets of analysis of utility revenue requirements, cost-of-service analysis and allocations, traditional and innovative rate design, and presentation and support of study results before city councils, utility boards, regulatory commissions, and other public forums.

The reports prepared for each of the studies completed to date contain a description of the results of the electric cost-of-service analysis performed for the member system. The primary objectives of each study include:

- To determine the revenue required to meet all operating and capital costs as well as the member's financial objectives.
- To assess the adequacy of revenues provided by existing retail rates as compared to the revenue requirement.
- To establish a basis with which to unbundle costs associated with providing electricity to each consumer class.

The cost-of-service analysis performed by Burns & McDonnell consists of the development of an adjusted revenue requirement, the assignment of various costs and margins which make up the revenue requirement to the electric utility functions (i.e. power supply, distribution), and the further unbundling of these

Qualifications, Experience, References (continued)



Work Plan & Methodology

Cost-of-Service and Retail Rate Design

functionalized costs to specific tasks (meter reading, pole inspections, etc.). These functionalized and unbundled costs were then allocated to the various consumer classifications. The resulting class cost of service provides the basis for the development of new electric service rates.

Southern Maryland Electric Cooperative, Hughesville, Maryland

Burns & McDonnell has completed a variety of cost-of-service and retail rate design studies for Southern Maryland Electric Cooperative. These assignments have ranged from traditional cost of service studies to innovative retail rate designs. The primary objectives of the studies were to determine the adequacy of existing revenues generated through rates for service and to complete a proper allocation of cost responsibilities. Most assignments included detailed cost allocations and rate design. In addition, Burns & McDonnell evaluated alternative rate structures to assist Southern Maryland comply with Maryland's PURPA requirements. A major accomplishment was the development of an improved purchased power cost adjustment charge which quickly and accurately recovered South Maryland's wholesale power costs. A spreadsheet model was developed to calculate proper recovery of purchased power costs. Testimony and exhibits were filed before the Maryland Public Service Commission to support all studies and recommendations.

Power Supply Review, Cost Analysis, and Wholesale Rate Design

Seminole Electric Cooperative, Inc., Tampa, Florida

Burns & McDonnell was retained by Seminole Electric Cooperative to provide an independent and unbiased review of its wholesale rates to its ten member systems. Seminole only provided cost and operating data, with detailed description of issues among the members or specific goals to achieve. After a thorough review of Seminole's power supply situation, Burns & McDonnell recommended rates based on the equivalent peaker method of demand allocation. This method was felt to best reflect the cost and load growth then being experienced by Seminole's members. Seminole's board accepted this method and expert testimony was prepared to support Seminole's wholesale rates before the Florida Commission.

References

Burns & McDonnell is experienced in providing professional consulting services related to depreciation studies. Below are references for several relevant projects. Additional references can be provided upon request. Descriptions of these, and other projects, are provided above. We encourage Big Rivers to contact these references concerning our ability and performance. We have an excellent record of completing projects on time and within established budgets.

Depreciation Rate Study

Sunflower Electric Cooperative, Hays, Kansas

Ms. Amanda Lang
Plant Accountant
Sunflower Electric Power Corporation
PO Box 1020
Hays, KS 67601
alang@sunflower.net
785-623-3353

Support

Fee Schedule

Qualifications, Experience, References continued)



Depreciation Rate Study

Western Farmers Electric Cooperative, Anadarko, Oklahoma
Ms. Jane Lafferty
Chief Financial Officer
Western Farmers Electric Cooperative
PO Box 429
Anadarko, OK 73005
J_lafferty@wfec.com
405-247-4254

Useful Life and Valuation Study

Southwest Transmission Cooperative, Inc. (Southwest)
Mr. James Burson
Manager of Transmission Engineering
Southwest Transmission Cooperative, Inc.
PO Box 2195
Benson, AZ 85602
jburson@swtransco.coop
520-586-5219

Additional Experience Condition Assessment

Western Farmers Electric Cooperative
Western Farmers retained the services of Burns & McDonnell to perform a study to evaluate the feasibility of continued economical and reliable operation of Hugo Unit 1 to a target date of 2040 and beyond. The gross 475 MW/net 450 MW pulverized coal plant was placed into initial service in 1982. Western Farmers also elected to have Burns & McDonnell conduct a reliability assessment on their Anadarko combined cycle (single shaft) Units 4, 5 and 6, and the Mooreland gas-fired steam-electric Units 2 and 3.

To complete the project, Burns & McDonnell engineers inspected the current condition of the plant, reviewed current plant maintenance and operations practices, observed the major plant components and systems in operation, conducted interviews with plant personnel, and reviewed the plant's existing information and records. For all units studied, Burns & McDonnell was responsible for identifying issues that could potentially affect the reliability of the plant, inspecting all plant equipment, identifying modifications and upgrades that may be required over the remaining life of the units, estimating costs associated with maintaining the reliability of the units for this time, and preparing a report detailing the findings of the project to the client for incorporation into their long-term asset management plans.

Condition Assessment

Buckeye Power, Inc.
Plant life assessment studies for Buckeye Power at their Cardinal Station Unit No. 2 and Unit No. 3. The two supercritical pulverized coal units are 600 MW and 630 MW nominal output and went into operation in 1967 and 1977 respectively. The goal of the project was to determine if the Units could be operated economically and maintain reliability through the year 2040. Burns & McDonnell was responsible for inspecting all major equipment, components, and systems, reviewing the quality of the overall plant design and layout, and

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preparing a report projecting the plants remaining economic life and major components likely requiring repair/replacement over that time span.

To complete the project, a team of Burns & McDonnell engineers traveled to the plant and spent several days inspecting the plant components and systems, reviewing existing information, and interviewing plant personnel. Critical information was identified by Burns & McDonnell and copies were sent back to Burns & McDonnell's office for further review. Based on these activities, the initial Phase I report was issued to Buckeye outlining Burns & McDonnell's findings and recommendations. After receiving the initial Phase I report, Buckeye has now requested Burns & McDonnell to move forward with a Phase II review.

Condition Assessment

Empire District Electric Company

Reliability assessment studies for Empire District at their Riverton Power Plant Units No. 39 and 40. Unit No. 39, placed in operation in 1950, is a Foster Wheeler wall fired pulverized coal (PC) boiler capable of producing 350,000 pph at 925 psig and 900°F. Unit No. 40, placed in operation in 1954, is a Combustion Engineering tangentially fired PC boiler capable of producing 450,000 pph at 925 psig and 900°F.

As part of the project, a team of Burns & McDonnell engineers performed an initial Phase I inspection of the plant facilities, boilers, high-energy piping and pipe supports, and reviewed existing information from the plant's records. Since very little historical information was available, Empire elected to have Burns & McDonnell provide them with a detailed Phase II and Phase III analysis of the boiler and high-energy piping. Stress analyses were performed on the Main Steam lines to identify the highest stress locations within the piping systems. Burns & McDonnell also employed the services of a highly qualified subcontractor who specializes in boiler and pipe testing to perform the certifiable inspections. These inspections included a combination of Ultrasonic Thickness (UT), Water

Immersion UT, Magnetic Particle (MT), Wet Fluorescent Magnetic Particle (WFMT), Dye Penetrant (PT), Flow Induced Corrosion (FIC), Replication, Hardness, Pi Measurement, header and pipe straightness, video borescope, and detailed visual examinations to ascertain the condition of the Main Steam lines, Feedwater lines, Superheater outlet headers, Economizer inlet headers, Desuperheater spray nozzles, Superheater tubes, Economizer tubes, Waterwall tubes, steam drums, and Deaerator tank. Tube samples were also removed from select locations within the boiler identified by Burns & McDonnell as potential problem areas and sent to a lab for a full metallurgical analysis.

Condition Assessment

Basin Electric Power Cooperative

In connection with resource planning, Basin Electric needed to assess the potential service lives of the three Laramie River Station 570-MW units. The utility also sought recommendations for attaining this potential.

Burns & McDonnell inspected the units and conducted a survey of the operating and maintenance methods practiced at Laramie River Station. Unit performance histories were compared to NERC-GADS data for similar units. Plant design documents were also reviewed to evaluate the quality of equipment, materials,

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and design concepts used in the construction of the plant. A report was prepared, documenting the findings and the results of the evaluations. Although Basin Electric had no formal life extension program, it was found that many O&M practices employed at the plant were life extension enhancing. The potential useful service lives of the units were estimated to be 40-50 years at current O&M practice levels. Recommendations were made to assist Basin Electric in realizing the units' potential lives.

Condition Assessment

Alabama Electric Cooperative

Burns & McDonnell has performed various life extension and plant improvement studies on the 3 coal-fired units at the Lowman Plant, and the McWilliams Repower Project. The following summarizes the study work.

Burns & McDonnell completed condition assessment and life extension studies of the 3 coal-fired units at the Lowman Station. The study included a 3-day plant visit during which operating and maintenance records were reviewed, pertinent records were copied, the plant staff was interviewed and Units 2 and 3 were observed during operation. Unit 1 was in an outage during the visit. Prior to the site visit, the Burns & McDonnell study team reviewed archived drawings and other plant data retained since the original plant design, which was performed by Burns & McDonnell. The Burns & McDonnell study team prepared a report which described the information reviewed, the condition of the various equipment, the quality of the plant preventive maintenance program as compared to other plants, and an overall opinion of the remaining plant life. The report included recommendations of plant improvements and recommendations required for extending its life 25 years.

Burns & McDonnell conducted a study of the 3 Lowman units to report on methods for extending the time between outages and minimizing the unscheduled outages. The study and subsequent report included the following:

- A list of high priority equipment and systems whose failure will require the units be out of service for an extended period of time.
- Evaluated and provided costs of modifications to equipment and systems for the purpose of minimizing outage risk.
- Provided recommendations for implementing the modifications with regard to scheduled outages.
- Evaluated and provided recommendations of methods for inspecting turbine generators that may allow eight years between major inspections.

Burns & McDonnell conducted a detailed assessment of Lowman Unit # 1 for life extension purposes. The assessment included a review of the maintenance records, some testing, discussions with plant O&M personnel regarding various operating issues, and a report with recommendations regarding various equipment and system upgrades as required to extend the life of the unit.

Work Plan & Methodology



Depreciation Study

The scope of work to complete the depreciation study is designed to meet the specific needs of Big Rivers and to meet RUS requirements. The study will be performed for all facilities accounted for in accordance with RUS Bulletin 176B-1. The study will develop average service life estimates, mortality characteristics, net salvage estimates and average remaining life estimates for depreciable plant investment groups including Production Plant (Steam and Other), Transmission Plant, General Plant, and a Big Rivers system composite rate. The study will include development of depreciation accrual rates that incorporate the amortization of reserve variances over the remaining equipment life. The report(s) prepared in association with the depreciation study will provide sufficient documentation to justify the unit service life for the appropriate plant property units.

Key tasks associated with completing the depreciation study for the generation assets include:

Task 1 – Collect Information

Task 2 – Conduct Kickoff Meeting

Task 3 – Complete Necessary Property Observations

Task 4 – Analyze Asset Depreciation Rates

Task 5 – Develop Proposed Depreciation Rates

Task 6 – Prepare Draft Report

Task 7 – Review Proposed Depreciation Rates and Suggested Service Lives

Task 8 – Finalize Report

The depreciation study will include the following items in the Study deliverables.

1. A discussion of each production facility's basic design and equipment supply.
2. A discussion of the composition of the transmission system.
3. An analysis of each production facility's historical performance.
4. An on-site review and analysis of each production facility's current operating condition.
5. A discussion of the operating and maintenance procedures and staffing for each production facility.
6. An analysis of external and environmental factors that may impact on each production facility's remaining useful life.

An opinion, based on the study's findings, regarding the remaining economic life of each facility and the proper depreciation rate schedule to be used prospectively.

Task 1 – Collect Information

Burns & McDonnell's project team will prepare and submit to Big Rivers a data request for information and data sources required to perform the depreciation rate study. The request for data will be as comprehensive as possible. However, as the evaluation proceeds, additional information may be requested, as necessary.

Work Plan & Methodology

(continued)



Task 2 – Conduct Kickoff Meeting

Burns & McDonnell proposes to conduct a project kickoff meeting once Big Rivers has the initial data requirements compiled. This meeting will provide the opportunity for Burns & McDonnell's project consultants to discuss the study with key staff. It will also allow Burns & McDonnell and Big Rivers to review the project approach, the various issues to be addressed, and the data and information requested. Burns & McDonnell will collect as much of the data requested as possible during the meeting. Also during the meeting, we will work with Big Rivers to finalize a timeline for the study that will result in completion and acceptance of all tasks and deliverables in time to facilitate completion of the study in a timely manner.

Task 3 – Complete Necessary Property Observations

Burns & McDonnell typically completes property observations as an early step in the study process. For this study, Burns & McDonnell will complete necessary observations and analysis for a useful life assessment. Based on the observation and data gathered in this assessment, we will review the useful lives reflected by the current depreciation rates. We will include any necessary summary discussion of the power production, transmission, and general plant facilities' basic design and equipment, historical performance, operating and maintenance procedures, and factors that may impact the remaining useful life of the facilities.

The scope includes an analysis of existing data and reports as required to prepare an opinion of the remaining useful life of the Big Rivers depreciable plant facilities. The analysis will be based on the data collected from Big Rivers on the production plant, the transmission plant, and general plant and interviews with the engineering and operations and maintenance personnel. This scope of work and associated fees for services does not include engineering design services and will not address capital expenditures required to meet existing and future requirements.

Task 4 – Analyze Asset Depreciation Rates

The next key task will be to analyze the current asset depreciation rates. Burns & McDonnell proposes to perform an analysis of the current depreciation rates but with a broader base of comparisons and include consideration of Big Rivers' actual asset life experience. If sufficient historical plant records exist, we can develop a comprehensive actuarial analysis of the service life characteristics, net salvage, and depreciation reserves for the various types of plant. This will be supplemented with the experience and observations of Big Rivers' staff and Burns & McDonnell's analysis to assess whether the service life assumptions reflected in the current depreciation rates are appropriate.

Burns & McDonnell will determine salvage value on two bases – normal net salvage and terminal net salvage. The difference between the two estimates is that decommissioning cost estimates are rolled into the terminal net salvage value. If Big Rivers does not have specific dates for retirements determined, Burns & McDonnell will develop assumptions to identify dates.

Burns & McDonnell will evaluate whether specific detailed estimates of terminal removal costs for Big Rivers' assets can be developed with reasonable substantiation. To the extent that cost estimates for dismantlement and closure of facility sites can be developed with supportive documentation as to the reasonableness of the estimates, these estimated removal costs can be factored into the net salvage rates and, ultimately, into the proposed depreciation rates. If there are a number of unknowns regarding the ultimate disposition of the

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Support



Fee Schedule

Work Plan & Methodology (continued)



equipment and facility sites this will preclude the formulation of reasonable estimates of terminal removal costs. If this is the case, Burns & McDonnell will utilize industry standards based on data from many utility facility retirements to calculate terminal net salvage rates.

Task 5 – Develop Proposed Depreciation Rates

Proposed depreciation rates will be developed based on the information collected and prepared in the previous tasks. The rates will be prepared by RUS plant account. Included with the rates will be suggested average service lives for each plant account. The proposed rates will be compared to the current depreciation rates.

Task 6 – Prepare Draft Report

Burns & McDonnell will prepare a written report to Big Rivers that covers the study efforts. This report will provide a summary of the analysis and will describe the data and information used, the assumptions made, the analysis performed, and the results obtained in completing the study. The report will identify the conclusions and present Burns & McDonnell's recommendations. Three copies of the report will be provided to Big Rivers in draft form for review by staff.

Task 7 – Review Proposed Depreciation Rates and Suggested Service Lives

Burns & McDonnell will conduct a review meeting with Big Rivers staff to discuss the proposed depreciation rates, as well as the draft report. During this meeting, agreement will be reached as to any revision to the proposed rates and the suggested service lives for each plant account. We will discuss any corrections or revisions required in order to finalize the report.

Task 8 – Finalize Report

Based upon comments and input from Big Rivers, Burns & McDonnell will revise the report and will provide ten copies of the final report to Big Rivers. An electronic copy of the report will also be provided in Adobe Acrobat format.

Task 9 – Study Support Services

Burns & McDonnell will be available to provide support to Big Rivers in responding to questions on the depreciation rate study once the information is submitted to RUS for review. This support will include participating in conference calls and, if necessary, a meeting with RUS representatives.

Timeline

Support

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Support



Depreciation Study Requirements

Generation Units

- A discussion of the facilities' design and equipment supply;
- An analysis of the plant's historical performance and maintenance activities;
- An on-site review and analysis of the units' current operating and equipment conditions;
- A discussion of the units' operating and maintenance procedures and staffing;
- An analysis of the external and environmental factors that may impact on the units' useful life;
- An opinion that, based upon the studies' findings, a useful life equal to that requested for each unit may be achieved;
- A discussion of plans or programs implemented or to be implemented to achieve the expected life; and
- Estimates of cost of removal and salvage, and a determination of the adequacy of the depreciation reserve for each of the units.

Transmission and Distribution

In reviewing a depreciation study, consider the adequacy of:

- Property records:
 - Vintage year property records should be utilized as the basis for a depreciation study.
 - If vintage year records are not available, statistical methods that provide a thorough analysis of the life characteristics of a plant account may be utilized.
- Life Study. Provide a thorough life study for each plant account. Factors to be considered in preparing this study include:
 - A statistical analysis of past retirement experience;
 - The borrower's retirement policy;
 - Changes in operating conditions;
 - Changes in maintenance activities;
 - Changes in the planned use of installed facilities; and
 - Changes in other forces of retirement that may be different from those experienced in the past.

Utilize the Iowa Survivor Curves to describe the mortality characteristics of a plant account; however, other statistical methods may be used, including:

- Actuarial methods. These methods provide an analysis of the recorded retirements from each vintage and include the annual rate or retirement rate method, the original group method, and the balances method.
- Simulated plant record methods. Such methods include the annual retirements method, the period retirements method, and the composite original group method.
- Turnover methods. Such methods provide an estimate of service live with no indication or description of retirement dispersion and include the half-cycle method and the geometric mean method.

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Net salvage study. Provide a study justifying the net salvage rate proposed for each plant account. Factors to be considered in preparing this study include:

- An analysis of past gross salvage and removal expense experience, including an examination of trends over time;
- The portion of retirements that will be reused;
- Changes in the methods of removing plant;
- The type of plant to be retired in the future;
- Inflation expectations; and
- Current and forecasted economic conditions that may affect the weight given to net salvage experienced in the past.

Depreciation Reserve study. Maintain the depreciation reserve by primary plant account. Allocate the recorded reserve by function to the primary plant accounts in proportion to a theoretical or computed reserve. A theoretical reserve study must be provided for each depreciation rate category.

Five-year forecast. Prepare a five-year forecast showing for each depreciation rate category:

- The estimated average plant investment;
- The estimated depreciation reserve;
- The estimated depreciation accrual using current depreciation rates;
- The estimated depreciation accrual using the proposed depreciation rates; and
- The difference between the current and proposed accruals and their effect on the Times Interest Earned Ratio and Debt Service Calculation in each situation.

Summary Report. Submit a summary report that includes:

- A statement, showing for each depreciation rate category:
- The depreciation rate currently in effect;
- The proposed depreciation rate; and
- The service live and net salvage estimate underlying the proposed depreciation rate.
- Supporting schedules, showing for each depreciation rate category:
- The plant data utilized in conducting the statistical life study;
- Illustrations of the statistical life study technique;
- The computations used to develop composite service lives for multiple vintages;
- Illustrations of the net salvage analysis; and
- The computation of the proposed depreciation accrual rate.
- A narrative description of the plant classified in each depreciation rate category and an explanation of the factors considered in developing the proposed service lives, net salvage rates, and depreciation accrual rates.

Expert Testimony

Mr. Ted Kelly the proposed Project Manager has provided expert testimony experience to numerous clients over the years. In addition to Mr. Kelly there are several other employees in the Business & Technology Services group at Burns & McDonnell that has significant expert testimony experience and can be called on as needed.

Ted Kelly – Expert Testimony

<u>Utility Company</u>	<u>Regulatory Agency</u>	<u>Docket No.</u>	<u>Client Represented</u>	<u>Subject</u>
Public Utilities Board, Brownsville, TX	Texas Public Utility Commission	15763	Public Utilities Board, Brownsville, TX	Transmission Cost-of-Service Filing Package
Bridger Valley Electric Association	Wyoming Public Service Commission	9447	Amoco Production Company	Allowable costs in rates
Bridger Valley Electric Association	Wyoming Public Service Commission	9441, Sub 18	Wyoming Public Service Commission	Allowable costs in rates
Gas Service Company	Kansas Corporation Commission	126, 922-U	Gas Service Company	Rate Design
Gas Service Company	New York Public Service Commission	27986	Gas Service Company	Rate Design
KN Energy	Kansas Corporation Commission	124, 127-U	KN Energy	Cost-of-Service and Rate Design
Northeast Utilities, United Illuminating, Southern Connecticut Natural Gas, et. al.	Connecticut Department of Public Utility Control	790882, 790521, 790102, 0780718, 780717	Connecticut Department of Public Utility Control	Nondiscriminatory Rate Design

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Fee Schedule



Burns & McDonnell is proposing to provide a depreciation rate study for Big Rivers. The project will be performed by Burns & McDonnell on an hourly fee plus expense basis. We estimate the fees to provide the services described in our proposed work plan to be \$84,500. The breakdown below provides Big Rivers with a detailed estimate of fees to complete the desired study. The estimate of fees includes both fees on labor charges and the out-of-pocket expenses and other costs to be incurred in completing the project. Expenses are included for three project trips by the project manager, project analyst, and project engineer to complete property inspections, project reviews, and presentations.

Burns & McDonnell anticipates billing Big Rivers on a monthly basis for the fees and expenses incurred for the study. A statement will be provided with each monthly invoice stating the work that was completed and covered by the charges on the corresponding invoice. Any work requested by Big Rivers beyond that outlined in the proposed work plan and completed by Burns & McDonnell personnel will be billed on an hourly fee plus expense basis. A copy of the billing rate schedule is provided on the following page.

Exhibit A
Big Rivers Electric Corporation
Depreciation Rate Study - Power Production Plant, Transmission Plant, General Plant
Project Manhour Proposal - By Task and Consultant

Consultant

Notes:

Professional Service Fees

Ted J. Kelly
Sara K. Worrall
Gerron Blackwell
Ryan C Riek
Gary Groninger

Total Hours and \$

Total Labor \$

%

Out-of-Pocket Expenses

Travel Expenses

Technology Charge

Other Misc Charges

Total Expense \$

Total Project Cost

Total Estimated Cost per Task

Cumulative Total Estimated Cost

Notes

(1) Project Meeting No.1 - Assume 2 consultants for one day for the Project Kick-Off Meeting
(2) Project Meeting No.2 - Assume 2 consultants for four days for Property Inspections
(3) Project Meeting No.3 - Assume 2 consultants for one day for one Review Meeting

Labor Hours

Task 1&2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Estimated Total Hours
Collect Information and Conduct Kickoff	Complete Necessary Property Inspections	Analyze Asset Depreciation Rates	Develop Proposed Depreciation Rates	Prepare Draft Report	Review Proposed Rates and Suggested Lives	Finalize Report	

Total
Labor &
Expense
\$

8	20	32	16	16	16	4	112
		2	2	2		2	8
8	8	72	68	32	16	12	216
		48	48	20		4	120
8	40	4	8	12	4	4	80
24	68	158	142	82	36	26	536

\$3,904	\$12,060	\$20,410	\$17,662	\$11,318	\$5,600	\$3,598
5.2%	16.2%	27.4%	23.7%	15.2%	7.5%	4.8%

Avg \$/hr

\$21,168
\$1,224
\$24,840
\$12,600
\$14,720
\$74,552

\$74,552
\$139

Notes:

(1)	(2)	(3)
\$1,090	\$2,260	\$0
\$238	\$673	\$1,564
\$9.90	\$238	\$673
\$1,328	\$2,933	\$1,564

\$4,440
\$5,306
\$202
\$9,948

\$84,500

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Required Forms

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$56.00
Technician*	6	\$63.00
Assistant*	7	\$74.00
	8	\$105.00
	9	\$115.00
Staff*	10	\$126.00
	11	\$142.00
Senior	12	\$153.00
	13	\$163.00
Associate	14	\$175.00
	15	\$184.00
	16	\$189.00
	17	\$196.00

NOTES:

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- A technology charge of \$9.90 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through December 31, 2010, and are subject to revision thereafter.

Timeline

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Required Forms

Timeline



Timeline

When Big Rivers decides to proceed with authorization to Burns & McDonnell for the completion of the study, our project team will be prepared to initiate the assignment immediately. Burns & McDonnell is prepared to complete the work on this study within a schedule acceptable to Big Rivers and agreed to prior to notice to proceed and execution of the contract agreement.

Burns & McDonnell anticipates an approximate three and one half to four month schedule will be needed to complete the study, assuming requested data is made available in a timely fashion. We believe the proposed schedule is adequate to complete a thorough study, provide Big Rivers with ample opportunity to review preliminary project results, and maintain close client/consultant interaction and communication. If Big Rivers has specific requirements as to the timing of the study completion, Burns & McDonnell is willing to discuss revisions to the proposed schedule to meet these requirements.

Big Rivers Electric Corporation Depreciation Rate Study Proposed Project Schedule

	Project Week:	Month 1				Month 2				Month 3				Month 4			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Task 1	Collect Information	★															
Task 2	Conduct Kickoff Meeting			●													
Task 3	Complete Necessary Property Observations																
Task 4	Analyze Asset Depreciation Rates																
Task 5	Develop Proposed Depreciation Rates																
Task 6	Prepare Draft Report																
Task 7	Review Proposed Depreciation Rates and Suggested Service Lives																
Task 8	Finalize Report																

Key: Length of Task [Bar] Kickoff Meeting ● Draft Report ▼ Presentation to Big Rivers If Requested
Project Review Meeting [Box] Contract Award ★ Final Report ◆
(1) Presentation Meeting will be scheduled at the end of the study to meet Big River's needs

Conflicts of Interest

Required Forms

Conflicts of Interest

Required Forms

Conflicts of Interest



Burns & McDonnell currently does not have any conflict of interest regarding the proposed project for Big Rivers. If a conflict were to arise, Burns & McDonnell would immediately notify Big Rivers that such a conflict exists.

Required Forms

UNITED STATES DEPARTMENT OF AGRICULTURE

NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;
- you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

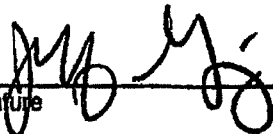
Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Burns & McDonnell Engineering Company, Inc. Depreciation Study
Organization Name Award Number or Project Name

Jeffrey J. Greig, Vice President & General Manager
Name and Title of Authorized Representative


Signature

6/2/10
Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0059. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY ADDENDUM
To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has ☒ does not have ☐ 100 or more employees, and if it has, that

It has ☒ has no ☐ furnished the Equal Employment Opportunity -- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11,246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

Burns & McDonnell Engineering Company, Inc.

By 
Vice President & General Manager

6/2/10

DATE



EQUAL EMPLOYMENT OPPORTUNITY POLICY

Burns & McDonnell is an affirmative action, equal opportunity employer and hereby reaffirms its commitment to ensure equal treatment for all individuals in its policies and practices affecting recruiting, hiring, transfers, promotions, compensation, benefits and training.

To provide equal employment and advancement opportunities to all individuals, employment decisions at Burns & McDonnell will be based on merit, qualifications, and abilities. Burns & McDonnell does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, disability, family care status, protected veteran status, marital status, sexual orientation or any other characteristic protected by applicable law.

Burns & McDonnell will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Burns & McDonnell prohibits harassment of any individual on the basis of any characteristic listed above. For information regarding Burns & McDonnell's internal policies for addressing complaints of harassment, please refer to the Burns & McDonnell's Anti-Harassment Policy.

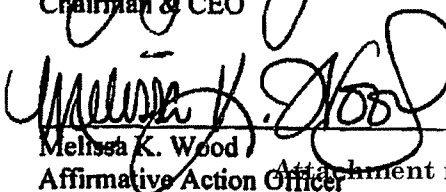
This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Affirmative Action Officer. Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination because they: (1) file a complaint with Burns & McDonnell or with federal, state, or local agencies; (2) assist or participate in any investigation, compliance review, hearing, or any other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action statute; (3) oppose any act or practice made unlawful by federal, state or local law requiring equal employment opportunity or affirmative action; or (4) exercise any other employment right protected by federal, state or local law or its implementing regulations.

Burns & McDonnell maintains an audit and reporting system to determine overall compliance with its equal employment opportunity mandates and to respond to any specific complaints applicants or employees file with Burns & McDonnell. Overall responsibility for the implementation of Burns & McDonnell's equal employment opportunity programs and for affirmative action compliance activities is assigned to the Affirmative Action Officer, Melissa K. Wood, who may be reached at (816) 822-3129.



Greg M. Graves
Chairman & CEO



Melissa K. Wood
Affirmative Action Officer

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

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New Vendor/Vendor Information Change Form

All fields highlighted in GRAY indicate areas where information is REQUIRED.

Vendor Information

Vendor Name – Please enter company name. This field is limited to 35 characters.

Burns & McDonnell Engineering Company, Inc.

Corporate Headquarters:

Street: 9400 Ward Parkway
Town or City: Kansas City
Zip/Postal Code: 64114
State/Prov.: Missouri
Country: U.S.
Telephone: 816.333.9400
Facsimile: 816.822.3027
Email address: tkelly@burnsmcd.com
Website: www.burnsmcd.com

B) Ordering Address (where to send purchase orders)

Street: 9400 Ward Parkway
Town or City: Kansas City
Zip/Postal Code: 64114
State/Prov.: Missouri
Country: U.S.
Telephone: 816.333.9400
Email address: tkelly@burnsmcd.com
Sales Contact: www.burnsmcd.com

Remit-To Address (where to send invoice payments)

Street: PO Box 411883
Town or City: Kansas City
Zip/Postal Code: 64141-1883
State/Prov.: Missouri
Country: U.S.
Accounts Receivable Contact: AccountsReceivable@burnsmcd.com
Telephone: 816.822.3900 x 6427

DUNS Numbering

0 5 5 4 5 1 4 0 5

(Data Universal Numbering System)

Apply for a D-U-N-S Number, the industry standard for business listings

Do you accept Credit Cards? Yes _____ No X

Definitions:

Corporate Headquarters – Most active office for your company that does business with Big Rivers Electric Corporation (BREC).

Ordering Address – Location(s) to which you wish BREC to SEND purchase orders. Use attachments as necessary.

Remit-to Address – Location to which you wish BREC to SEND invoice payments. Please attach copy of invoice for reference.

Payment Terms (If different then Net 30)

: 30

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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Supplier Type (Select one of the following)

Attorney/Legal Services
Charity/Contribution
Coal/Natural Gas
Contractor (Services Only)
Professional Fees/Dues
Retailer (Materials only)
Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

Specify Products and Services Professional Engineering Services

If you are a United States-based company, are you qualified as a Small Business concern? ☒ No ☐ Yes

Is your Company union affiliated? ☒ No ☐ Yes If Yes, which union affiliated organization _____

Is your business one of the following (If yes, please include copy of certification) Check all the applicable categories:

MBE ☐ Yes ☒ No

WBE ☐ Yes ☒ No

Small Disadvantaged Business (SDB)? ☐ Yes ☒ No

Veteran ☐ Yes ☒ No

Service Disabled Veteran ☐ Yes ☒ No

Hub Zone ☐ Yes ☒ No

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

ancy Gregg
Signature of person providing information

Acct. Dept. Asst.
Title

6-2-10
Date

Indicate the following special classifications:

Standard Industry Code (SIC Code): 8711

North American Industry Code Standard (NAICS Code): 541310, 541330...

European Classification Code (eClass Code): _____

Contact Information

Who can we contact if we have questions concerning qualifications and/or this submission?

Name: Ted Kelly, Project Manager

Phone: 816.822.3208

Email: tkelly@burnsmcd.com

Who can we contact "AFTER HOURS" for EMERGENCY SERVICE requirements?

Name: Same

Telephone: _____

E-mail: _____

Following section is to be completed by BREC personnel only.

Date of Input:

Input By:

Date of Certification:

Type of Certification:

GSA

PSA

Qualified

Is this Vendor Request for One Time use only? * Yes _____ No _____ *If yes, this vendor will have a future inactive date inserted at time of creation based on the Payment Terms.

If you are a Foreign-based company, indicate your TAX/VAT Registration: _____

If you are a United States-based company, complete Form W-9 as indicated. We are required by law to obtain a tax identification number when making a reportable payment to you. Failure to provide this information could result in a tax withholding of 31% and you may be subject to a \$50 penalty imposed by the I.R.S. In completing Form W-9, be sure that you CHECK APPROPRIATE BOX FOR CORPORATION/SOLE PROPRIETORSHIP / PARTNERSHIP OR OTHER. If individual or sole proprietorship, please list individual's name (please print) and Social Security Number. Make sure that YOUR TAX NUMBER IS 9 DIGITS.

The Business Name listed here will appear on purchase orders and checks.

Witness: Billie J. Richert
Page 114 of 395

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Burns & McDonnell Engineering Company, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 9400 Ward Parkway	Requester's name and address (optional)
	City, state, and ZIP code Kansas City, MO 64114	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 43-0956142

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 05-19-2010
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

Attachment for Response to PSC 1-45

Witness: Billie J. Richert



INFORMATION FOR PAYMENT BY CHECK

Correspondence **Burns & McDonnell Engineering Company, Inc.**
9400 Ward Parkway
Kansas City, MO 64114

Or To **Burns & McDonnell Engineering Company, Inc.**
P.O. Box 419173
Kansas City, MO 64141

Mail Payments to: **Burns & McDonnell Engineering Company, Inc.**
P.O. Box 411883
Kansas City, MO 64141-1883

Tax I.D. No. **43-0956142**

Contact **Accounts Receivable**
e-mail **AccountsReceivable@burnsmcd.com**
Phone **(816) 822-3900, ext. 6427**
Fax **(816) 822-3419**

(Please email remittance information to A/R in order for us to properly apply payment. Thanks!)



CERTIFICATE OF LIABILITY INSURANCE

12/1/2010

DATE (MM/DD/YYYY)

11/20/2009

Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 800
Kansas City MO 64112-1806
(816) 960-6000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Burns & McDonnell, Inc.
Mr. Larry Anderson
PO Box 419173
KANSAS CITY, MO 64141-0173

INSURER A: WESTCHESTER FIRE INS. CO*

INSURER B:

INSURER C:

INSURER D:

INSURER E:

GES BURMC01 PD

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER. POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR TAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH . AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR ENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
URAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
CESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$ 10,000	G219864100	12/1/2009	12/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
S COMPENSATION AND RES' LIABILITY HISTOR/PARTNER/EXECUTIVE MEMBER EXCLUDED? any in NH) be under OVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

* OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

E HOLDER

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Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE YOU BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE. IF YOU HAVE MOVED, PLEASE ADVISE THE ISSUING INSURER OF YOUR NEW ADDRESS. WITNESS: Billie J. Richert

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

12/1/2010

DATE (MM/DD/YYYY)

11/20/2009

Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 980-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Burns & McDonnell, Inc.
Mr. Larry Anderson
PO Box 419173
KANSAS CITY, MO 64141-0173

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: ZURICH AMERICAN INS. CO.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

GES BURMC01 PD

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER. POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING COVERAGE, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR OBTAINED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR ENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX
UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
ORAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
CESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
S COMPENSATION AND RS' LIABILITY <input type="checkbox"/> (EMPLOYEE/EXECUTIVE/OWNER EXCLUDED?) (Y/N) <input type="checkbox"/> See under DIVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
IFESSONAL BILITY	EOC9140546	12/1/2009	12/1/2010	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGGREGATE FOR ALL PROJECTS.

F OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HOLDER

174


Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, UNLESS OTHERWISE SPECIFIED BY THE POLICY. THIS NOTICE SHALL BE MAILED TO THE ADDRESS OF THE CERTIFICATE HOLDER AS SHOWN ON THE POLICY. IF THE CERTIFICATE HOLDER HAS MOVED, THE ISSUING INSURER SHALL BE NOTIFIED OF THE NEW ADDRESS. WITNESS: Billie J. Richert

AUTHORIZED REPRESENTATIVE



Your Touchstone Energy® Cooperative 

VENDOR: CARDWELL ENERGY ASSOCIATES INC
105 LEBLANC COURT
CARY, NC 27513-3542

PURCHASE ORDER

PURCHASE ORDER NO 213695	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80456	DELIVER TO	DATE OF ORDER/BUYER 30-AUG-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 468-4298

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

KEVIN CARDWELL

TOTAL

CONTINUED

Dana Frederick

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 119 of 395



Your Touchstone Energy® Cooperative 

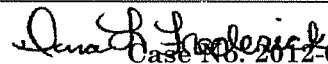
VENDOR: CARDWELL ENERGY ASSOCIATES INC
105 LEBLANC COURT
CARY, NC 27513-3542

PURCHASE ORDER

PURCHASE ORDER NO 213695	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	CONSULTING SERVICES TO PERFORM A REVIEW OF KENTUCKY UTILITY COMPANIES COMPARATIVE SOLID FUEL PRICING AND PROVIDE A GRAPHICAL ANALYSIS FOR USE IN BIG RIVERS 6 MONTH REVIEW PERIOD FROM NOVEMBER 1, 2011 THRU APRIL 30, 2012 FAC FILING TO KY PSC DELIVER TO: ASHBY, DAVID J	31-AUG-12	1	LOT	\$ 1000.00	\$ 1,000.00
					TOTAL	\$ 1,000.00
					 Case NO: 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 120 of 395	

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 1st day of June, 2012, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to Demand Side Management programs and tariffs, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties agree. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2. COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3. TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4. INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person or damage to any property connected with the performance under this Agreement due to the

negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6. ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7. APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8. REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9. NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT: James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: John Wolfram
Catalyst Consulting LLC
3308 Haddon Road
Louisville, Kentucky 40241

ARTICLE 10. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

ARTICLE 11. CONFIDENTIALITY

A. As used in this Agreement, "Confidential Information" shall mean

- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
- (ii) oral disclosures of non-public information or data relating to the Services, or
- (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:

- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
- ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss or misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12. MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

CATALYST CONSULTING LLC

By: 
Title: Member

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

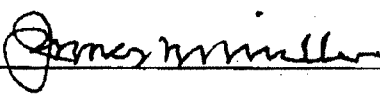
By: 
Title: Shareholder

TABLE A

COMPENSATION

Labor:	Member	John Wolfram	\$175 per hour
	Associates	TBD	\$175 per hour*

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc. as incurred

*or as otherwise agreed upon in writing by Client and Consultant based on the individual Associate(s) supporting the services performed.

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 1st day of June, 2012, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to the 2011 general rate case, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties agree. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2. COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3. TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4. INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person or damage to any property connected with the performance under this Agreement due to the

negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6. ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7. APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8. REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9. NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT:

James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: John Wolfram
Catalyst Consulting LLC
3308 Haddon Road
Louisville, Kentucky 40241

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If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

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A. As used in this Agreement, "Confidential Information" shall mean

- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
- (ii) oral disclosures of non-public information or data relating to the Services, or
- (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:

- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
- ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
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This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

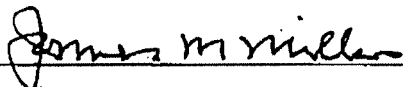
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By: 

Title: Member

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: 

Title: Shareholder

TABLE A

COMPENSATION

Labor:	Member	John Wolfram	\$175 per hour
	Associates	TBD	\$175 per hour*

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc. as incurred

*or as otherwise agreed upon in writing by Client and Consultant based on the individual Associate(s) supporting the services performed.

**AGREEMENT
FOR
CONSULTING SERVICES**

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WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to the Environmental Compliance Plan and Environmental Surcharge, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties agree. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

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- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
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negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

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All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

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100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: John Wolfram
Catalyst Consulting LLC
3308 Haddon Road
Louisville, Kentucky 40241

ARTICLE 10. SEVERABILITY

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The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:

- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
- ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12. MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

CATALYST CONSULTING LLC

By: 
Title: Member

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

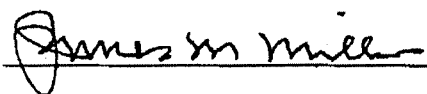
By: 
Title: Shareholder

TABLE A

COMPENSATION

Labor:	Member	John Wolfram	\$175 per hour
	Associates	TBD	\$175 per hour*

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc. as incurred

*or as otherwise agreed upon in writing by Client and Consultant based on the individual Associate(s) supporting the services performed.

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 25th day of July, 2012, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation ("Big Rivers").

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to Big Rivers' 2012-2013 general rates and cost of service, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties agree. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2. COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3. TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4. INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person or damage to any property connected with the performance under this Agreement due to the

negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6. ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7. APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8. REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9. NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT:

James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: John Wolfram
Catalyst Consulting LLC
3308 Haddon Road
Louisville, Kentucky 40241

ARTICLE 10. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

ARTICLE 11. CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
 - (ii) oral disclosures of non-public information or data relating to the Services, or
 - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
 - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;


- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12. MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

CATALYST CONSULTING LLC

By: 
Title: Member

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

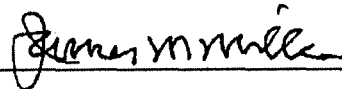
By: 
Title: Shareholder

TABLE A
COMPENSATION

Labor:	Member	John Wolfram	\$175 per hour
	Associates	TBD	\$175 per hour*

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc. as incurred

*or as otherwise agreed upon in writing by Client and Consultant based on the individual Associate(s) supporting the services performed.



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

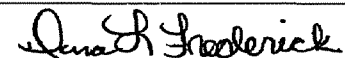
VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 15-MAY-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED





Your Touchstone Energy® Cooperative 

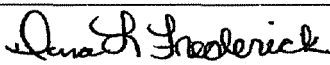
VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 211718	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL \$ 18,000.00
						



Your Touchstone Energy® Cooperative 

VENDOR: **DB CONSULTING LLC**
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-1	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 17-MAY-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860

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DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-1	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1806.77	EACH	\$ 1.00	\$ 1,806.77
					TOTAL	\$ 1,806.77

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 152 of 395



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-2	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 05-JUN-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860


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DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119**

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 211718-2	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1905.95	EACH	\$ 1.00	\$ 1,905.95
					TOTAL	\$ 1,905.95



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-3	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 10-JUL-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860


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DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-3	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1725.83	EACH	\$ 1.00	\$ 1,725.83
					TOTAL	\$ 1,725.83



Your Touchstone Energy® Cooperative 

VENDOR: **DB CONSULTING LLC**
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-4	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 06-AUG-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860


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FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-4	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1671.63	EACH	\$ 1.00	\$ 1,671.63
					TOTAL	\$ 1,671.63
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 158 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **DB CONSULTING LLC**
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-5	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 06-SEP-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860

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 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
211718-5

REVISION
0

PAGE
2

SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		2590.58	EACH	\$ 1.00	\$ 2,590.58
					TOTAL	\$ 2,590.58
					Case No. 2012-00535	



Your Touchstone Energy[®] Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-6	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 08-OCT-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860


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DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-6	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1711.09	EACH	\$ 1.00	\$ 1,711.09
					TOTAL	\$ 1,711.09



Your Touchstone Energy® Cooperative 

VENDOR: **DB CONSULTING LLC**
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-7	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 07-NOV-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860


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 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
211718-7

REVISION
0


PAGE
2

SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		2737.78	EACH	\$ 1.00	\$ 2,737.78
					TOTAL	\$ 2,737.78



Your Touchstone Energy® Cooperative 

VENDOR: **DB CONSULTING LLC**
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-8	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80264	DELIVER TO	DATE OF ORDER/BUYER 03-DEC-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (812) 246-3860

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DB CONSULTING LLC
ATTN: DAN BECHER
3008 GUS EMMETT TRAIL
SELLERSBURG, IN 47172-9119

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211718-8	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS		1187.4	EACH	\$ 1.00	\$ 1,187.40
					TOTAL	\$ 1,187.40
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 166 of 395	

Edward T. Depp
502-540-2347
tip.depp@dinsmore.com

August 30, 2012

VIA U.S. MAIL

Mark A. Bailey
President and CEO
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, KY 42419-0024

Dear Mr. Bailey:

Thank you for selecting Dinsmore & Shohl to act as co-counsel for Big Rivers Electric Corporation with respect to matters involving potential litigation and related regulatory assistance in connection with Century Aluminum's and Alcan's electric service requirements. This letter will confirm your engagement of the firm and will describe the basis upon which we will provide legal services to you.

The rates for those who will be involved in this matter are: \$280.00 per hour for my time, and \$450.00 per hour for John E. Selent. Associates and paralegals will assist where appropriate, and their time will be billed based on the firm's standard hourly rates, which range from \$190 to \$250 per hour. We bill our time in 1/10th hour increments. These hourly rates are reviewed and adjusted annually at the beginning of each calendar year.

Our charges also will include expenses that we incur, including express delivery charges, computer research charges, filing fees, non-local travel expenses, long-distance charges, and photocopies. We will handle this matter in a cost effective manner while still providing the expected high levels of performance and timeliness.

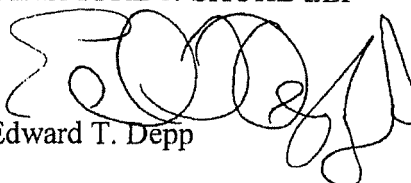
Bills for our legal services, including expenses, will be sent to you on a monthly basis. Payment is due upon receipt of each invoice. You will be responsible for payment regardless of the outcome of the matter. It is understood that Dinsmore & Shohl reserves the right to withdraw from representing you upon reasonable notice if its statements for fees and expenses are not paid in accordance with these expectations.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to it, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings, as required.

Again, we thank you for retaining us in connection with this matter. I look forward to working with you.

Very truly yours,

DINSMORE & SHOHL LLP


Edward T. Depp

AGREED AND ACCEPTED:

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Mark A. Bailey
Title: President and CEO
Date: 9/10/12

ETD/lb

947385v1

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC
ATTORNEYS AT LAW

Ronald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Mary L. Moorhouse

July 19, 2012

PERSONAL AND CONFIDENTIAL

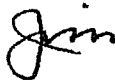
Mark A. Hite
Vice President Accounting and Interim CFO
Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, KY 42419-0024

Re: DLA Piper LLP (US)
Invoice No. #2737206

Dear Mark:

Enclosed is an invoice from John Lilyestrom of DLA Piper LLP related to some work requested of him on short notice from the litigation team in the HMP&L arbitration. We have reviewed the invoice, and find it accurate to the best of our knowledge. Please issue payment directly to DLA Piper LLP (US).

Sincerely yours,



James M. Miller


JMM/ej
Enclosures

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 169 of 395



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

PURCHASE ORDER NO 213968	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80322	DELIVER TO	DATE OF ORDER/BUYER 14-SEP-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE ()

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

Dana Frederick



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

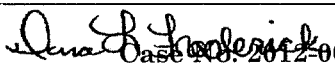
PURCHASE ORDER NO 213968	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PUBLIC RELATIONS SERVICES DELIVER TO: MITCHELL, PAULA L		1	EACH	\$ 4100.00	\$ 4,100.00


TOTAL	\$ 4,100.00
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Case No. 2012-00535
 Attachment for Response to PSC 1-45

Witness: Billie J. Richert



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

PURCHASE ORDER NO 213482	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80322	DELIVER TO	DATE OF ORDER/BUYER 20-AUG-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE ()

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


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 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

Dana H. Frederick



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

PURCHASE ORDER NO 213482	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420


BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	DOCUMENT DEVELOPMENT DELIVER TO: MITCHELL, PAULA L		1	EACH	\$ 9686.80	\$ 9,686.80

TOTAL \$ 9,686.80

Quana S. Anderson
 Case 4:08-cv-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 173 of 395



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

PURCHASE ORDER NO 214608	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80322	DELIVER TO	DATE OF ORDER/BUYER 17-OCT-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE ()

Special Instructions: This Purchase Order No must appear on all invoices, packing lists, cartons and correspondences related to this order


QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

Dana H. Frederick



Your Touchstone Energy® Cooperative 

VENDOR: DOE ANDERSON
620 West Main Street
LOUISVILLE, KY 40202

PURCHASE ORDER

PURCHASE ORDER NO
214608

REVISION
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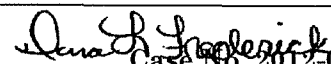
SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ADVERTISING/PR SERVICES DELIVER TO: MITCHELL, PAULA L		1	EACH	\$ 11349.67	\$ 11,349.67
2.1	PR FEE DELIVER TO: MITCHELL, PAULA L		1	EACH	\$ 2345.00	\$ 2,345.00
3.1	PR FEES DELIVER TO: MITCHELL, PAULA L		1	EACH	\$ 125.00	\$ 125.00

TOTAL

\$ 13,819.67



Case NO. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 175 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **DUKE ENERGY OHIO INC**
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 03-APR-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413

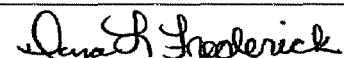
Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

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 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

TOTAL

CONTINUED





Your Touchstone Energy® Cooperative 

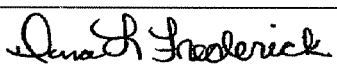
VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL \$ 70,000.00
						



Your Touchstone Energy® Cooperative 

VENDOR: **DUKE ENERGY OHIO INC**
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-1	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 03-APR-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:

DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: **DUKE ENERGY OHIO INC**
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 18-APR-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

	TOTAL	CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 210858-2	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS		8387.31	EACH	\$ 1.00	\$ 8,387.31
					TOTAL	\$ 8,387.31
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 181 of 395	



Your Touchstone Energy® Cooperative 

**VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-3	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 29-JUN-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-3	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS		5996.65	EACH	\$ 1.00	\$ 5,996.65
					TOTAL	\$ 5,996.65

Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

VENDOR: **DUKE ENERGY OHIO INC**
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-4	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 13-DEC-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413

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QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 210858-4	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS		8236.2	EACH	\$ 1.00	\$ 8,236.20
					TOTAL	\$ 8,236.20



Your Touchstone Energy® Cooperative 

VENDOR: **DUKE ENERGY OHIO INC**
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-5	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 67681	DELIVER TO	DATE OF ORDER/BUYER 17-DEC-12 Johnson, April Ruleen	REVISED DATE/BUYER Johnson, April Ruleen
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6207	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (317) 838-4413

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FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: DUKE ENERGY OHIO INC
P O BOX 1771
CINCINNATI, OH 45201-1771

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210858-5	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS		6602.79	EACH	\$ 1.00	\$ 6,602.79
					TOTAL	\$ 6,602.79

December 2008

To Whom It May Concern:

Enclosed is your fully executed Agreement(s) or Amendment(s). If you have any questions regarding these enclosed document(s), please contact your Fidelity Representative.

Sincerely,

Michelle Watson

Michelle Watson
Documentation Control Coordinator
Contracts Development and Negotiation

TRUST AGREEMENT

Between

BIG RIVERS ELECTRIC CORPORATION

And

FIDELITY MANAGEMENT TRUST COMPANY

**BIG RIVERS ELECTRIC CORPORATION
DEFERRED COMPENSATION PLAN TRUST**

Dated as of November 11, 2008

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TRUST AGREEMENT, dated as of the eleventh day of November, 2008 ("Effective Date"), between **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky corporation, having an office at 201 Third Street, Henderson, Kentucky 42420 (the "Sponsor"), and **FIDELITY MANAGEMENT TRUST COMPANY**, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee").

WITNESSETH:

WHEREAS, the Sponsor is the sponsor of the Big Rivers Electric Corporation Deferred Compensation Plan (the "Plan"); and

WHEREAS, the Sponsor wishes to establish an irrevocable trust and to contribute to the Trust assets that shall be held therein, subject to the claims of Sponsor's creditors in the event of Sponsor's Insolvency, as herein defined, until paid to Participants and their beneficiaries in such manner and at such times as specified in the Plan; and

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS, it is the intention of the Sponsor to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan; and

WHEREAS, the Trustee is willing to hold and invest the aforesaid plan assets in trust among several investment options selected by the Sponsor; and

WHEREAS, the Sponsor also wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

WHEREAS, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are ministerial in nature and are provided within a framework of plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator (as defined herein).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

Section 1. Definitions.

The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) "Administrator"

"Administrator" shall mean Big Rivers Electric Corporation identified in the Plan document as the "administrator" of the Plan, or otherwise, the Plan Sponsor.

(b) "Agreement"

"Agreement" shall mean this Trust Agreement, and the Schedules and/or Exhibits attached hereto, as the same may be amended and in effect from time to time.

(c) "Business Day"

"Business Day" shall mean each day the NYSE is open. The closing of a Business Day shall mean the NYSE's normal closing time of 4:00 p.m.(ET), however, in the event the NYSE closes before such time or alters its closing time, all references to the NYSE closing time shall mean the actual or altered closing time of the NYSE.

(d) "Code"

"Code" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(e) "EDT"

"EDT" shall mean electronic data transfer.

(f) "Electronic Services"

"Electronic Services" shall mean communication and services made available via electronic media.

(g) "ERISA"

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it has been or may be amended from time to time.

(h) "External Account Information"

"External Account Information" shall mean account information, including retirement savings account information, from third party websites or other websites maintained by Fidelity or its affiliates.

(i) "Fidelity Mutual Fund"

"Fidelity Mutual Fund" shall mean any registered investment company advised by Fidelity Management & Research Company or any of its affiliates.

(j) "FIIOC"

"FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc.

(k) "In Good Order"

"In Good Order" shall mean in a state or condition acceptable to the Trustee in its sole discretion,

which the Trustee determines is reasonably necessary for accurate execution of the intended transaction.

(l) "Insolvency"

"Insolvency" shall mean that (i) Sponsor is unable to pay its debts as they become due, or (ii) Sponsor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(m) "Insolvent"

"Insolvent" shall mean that (i) Sponsor is unable to pay its debts as they become due, or (ii) Sponsor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(n) "Losses"

"Losses" shall mean any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney's fees and disbursements.

(o) "Mutual Fund"

"Mutual Fund" shall refer both to Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

(p) "NAV"

"NAV" shall mean Net Asset Value.

(q) "NFSLLC"

"NFSLLC" shall mean National Financial Services LLC.

(r) "Non-Fidelity Mutual Fund"

"Non-Fidelity Mutual Fund" shall mean certain registered investment companies not advised by Fidelity Management & Research Company or any of its affiliates.

(s) "NYSE"

"NYSE" shall mean the New York Stock Exchange.

(t) "Participant"

"Participant" shall mean, with respect to the Plan, any employee (or former employee) with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee (or deceased former employee) until such account has been fully distributed and/or forfeited.

(u) "Participant Recordkeeping Reconciliation Period"

"Participant Recordkeeping Reconciliation Period" shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the

reconciliation of Participant records.

(v) "Person"

"Person" shall mean any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust or any other entity or organization of any kind or character, including a court or other governmental authority.

(w) "PIN"

"PIN" shall mean personal identification number.

(x) "Plan"

"Plan" shall mean the Big Rivers Electric Corporation Deferred Compensation Plan.

(y) "Plan Administration Design & Discovery Document"

"Plan Administration Design & Discovery Document" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time during the initial implementation of the Plan onto the Fidelity Participant Recordkeeping System ("FPRS"). This document is an interim document and shall be superseded by the approved Plan Administration Manual.

(z) "Plan Administration Manual"

"Plan Administration Manual" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time. This definition shall include the Plan Administration Design & Discovery Document from the implementation process until the full Plan Administration Manual can be generated and approved.

(aa) "Plan Sponsor Webstation"

"Plan Sponsor Webstation" shall mean the graphical windows based application that provides current Plan and Participant information including indicative data, account balances, activity and history.

(bb) "Reporting Date"

"Reporting Date" shall mean the last day of each fiscal quarter of the Plan and, if not on the last day of fiscal quarter, the date as of which the Trustee resigns or is removed pursuant to this Agreement or the date as of which this Agreement terminates pursuant to Section 9 hereof.

(cc) "SEC"

"SEC" shall mean the Securities and Exchange Commission.

(dd) "Sponsor"

“Sponsor” shall mean Big Rivers Electric Corporation, a Kentucky corporation, or any successor to all or substantially all of its businesses which, by agreement, operation of law or otherwise, assumes the responsibility of the Sponsor under this Agreement.

(ee) “Trust”

“Trust” shall mean the Big Rivers Electric Corporation Deferred Compensation Plan Trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

(ff) “Trustee”

“Trustee” shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10. The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor agrees to serve as Trustee under this Agreement.

(gg) “VRS”

“VRS” shall mean Voice Response System.

Section 2. Trust.

(a) Establishment.

The Sponsor hereby establishes the Trust with the Trustee. The Trust shall consist of an initial contribution of money or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, such additional sums of money as shall from time to time be delivered to the Trustee under the Plan, all investments made therewith and proceeds thereof, and all earnings and profits thereon, less the payments that are made by the Trustee as provided herein, without distinction between principal and income. The Trustee hereby accepts the Trust on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

(b) Grantor Trust.

The Trust is intended to be a grantor trust, of which the Sponsor is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code, as amended, and shall be construed accordingly.

(c) Trust Assets.

The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Sponsor and shall be used exclusively for the uses and purposes of Participants and general creditors as herein set forth. Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Agreement shall be mere unsecured contractual rights of Participants and their beneficiaries against the Sponsor. Any assets held by the Trust will be subject to the claims

of the Sponsor's general creditors under federal and state law in the event of Sponsor's Insolvency.

(d) Non-Assignment.

Benefit payments to Participants and their beneficiaries funded under this Trust may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered, or subjected to attachment, garnishment, levy, execution, or other legal or equitable process.

Section 3. Payments to Sponsor.

Except as provided under this Agreement, the Sponsor shall have no right to retain or divert to others any of the Trust assets before all payment of benefits have been made to Participants pursuant to the terms of the Plan.

Section 4. Disbursements.

(a) Directions from Administrator.

The Trustee shall disburse monies to employee Participants and their beneficiaries for benefit payments in the amounts that the Administrator directs from time to time in writing. The Trustee shall have no responsibility to ascertain whether the Administrator's direction complies with the terms of the Plan or of any applicable law. The Trustee shall be responsible for Federal or State income tax reporting or withholding with respect to such Plan benefits. The Trustee shall not be responsible for FICA (Social Security and Medicare), or any Federal or State unemployment or local tax with respect to Plan distributions.

(b) Limitations.

The Trustee shall not be required to make any disbursement in excess of the net realizable value of the assets of the Trust at the time of the disbursement. The Trustee shall not be required to make any disbursement in cash or shares unless the Administrator has provided a written direction as to the assets to be converted to cash or shares for the purpose of making the disbursement.

Section 5. Investment of Trust.

(a) Selection of Investment Options.

The Trustee shall have no responsibility for the selection of investment options under the Trust and shall not render investment advice to any person in connection with the selection of such options.

(b) Available Investment Options.

The Sponsor shall direct the Trustee as to what investment options the Trust shall be invested in (i) during the Participant Recordkeeping Reconciliation Period, and (ii) following the Participant

Recordkeeping Reconciliation Period, subject to the following limitations. The Sponsor may determine to offer as investment options only Mutual Funds, provided, however, that the Trustee shall not be considered a fiduciary with investment discretion. The Sponsor may add or remove investment options with the consent of the Trustee to reflect administrative concerns and upon mutual amendment of this Agreement and the Schedules thereto, to reflect such additions.

(c) Investment Directions.

The Sponsor shall direct the Trustee as to how to invest the assets held in the Trust. In order to provide for an accumulation of assets comparable to the contractual liabilities accruing under the Plan, the Sponsor may direct the Trustee in writing to invest the assets held in the Trust to correspond to the hypothetical investments made for Participants in accordance with their direction under the Plan. In such cases, Participants may provide directions with respect to their hypothetical investments under the Plan by use of the system maintained for such purposes by the Trustee or its agents, as may be agreed upon from time to time by the Sponsor and the Trustee, and shall be processed in accordance with the fund exchange provisions set forth in the Plan Administration Manual. The Trustee shall not be liable for any loss or expense that arises from a Participant's exercise or non-exercise of rights under this Section 5 over the assets in the Participant's accounts. In the event that the Trustee fails to receive a proper direction, the assets in question shall be invested in the investment option set forth for such purpose on Schedule "C" until the Trustee receives a proper direction.

(d) Unfunded Status of Plan.

The Sponsor's designation of available investment options, the maintenance of accounts for each Participant, the crediting of investments gains (or losses) to such accounts, and the exercise by Participants of any powers relating to investments under this Agreement are solely for the purpose of providing a mechanism for measuring the obligation of the Sponsor to any particular Participant under the applicable Plan. As provided in this Agreement, no Participant will have any preferential claim to or beneficial ownership interest in any asset or investment held in the Trust, and the rights of any Participant under the applicable Plan and this Agreement are solely those of an unsecured general creditor of the Sponsor with respect to the benefits of the Participant under the Plan.

(e) Mutual Funds.

On the effective date of this Agreement, in lieu of receiving a printed copy of the prospectus for each Fidelity Mutual Fund selected by the Sponsor as a Plan investment option or short-term investment fund, the Sponsor hereby consents to receiving such documents electronically. The Sponsor shall access each prospectus on the internet after receiving notice from the Trustee that a current version is available online at a website maintained by the Trustee or its affiliate. Trustee represents that on the effective date of this Agreement, a current version of each such prospectus is available at <https://www.fidelity.com> or such successor website as Trustee may notify the Sponsor of in writing from time to time. The Sponsor represents that it has accessed/will access each such prospectus as of the effective date of this Agreement at <https://www.fidelity.com> or such successor website as Trustee may notify the Sponsor of in writing from time to time.

Trust investments in Mutual Funds shall be subject to the following limitations:

(i) Execution of Purchases and Sales.

Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Sponsor In Good Order all information and documentation necessary to accurately effect such transactions and (if applicable) wire transfer of funds.

Exchanges of Mutual Funds shall be processed in accordance with the fund exchange provisions set forth in the Plan Administration Manual.

(ii) Voting.

The Sponsor directs the Trustee to vote the shares of Mutual Funds held in the Trust in the same manner as directed by Participants for the corresponding hypothetical shares of Mutual Funds credited to Participants' accounts under the Plan. At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials to each Participant who has hypothetical shares of such Mutual Fund credited to the Participant's account, together with a voting direction form for return to the Trustee or its designee. The Participant shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the hypothetical shares credited to the Participant's account. The Trustee shall vote the shares held in the Trust in a manner which corresponds to Participant directions with respect to the hypothetical shares credited to the Participant's Plan account. The Trustee shall not vote shares for which it has received no corresponding directions from the Participant.

During the Participant Recordkeeping Reconciliation Period, the Sponsor shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust, including Mutual Fund shares held in any short-term investment fund for liquidity reserve. Following the Participant Recordkeeping Reconciliation Period, the Sponsor shall continue to have the right to direct the Trustee as to the manner in which the Trustee is to vote any Mutual Funds shares held in a short-term investment fund for liquidity reserve. The Trustee shall not vote any such Mutual Fund shares for which it has received no directions from the Sponsor.

With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Sponsor. The Trustee shall have no further duty to solicit directions from the Sponsor or Participants.

(f) Trustee Powers.

The Trustee shall have the following powers and authority:

(i) Subject to this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(ii) To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such

investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Sponsor or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) To borrow funds from a bank or other financial institution not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion, provided that the cost of borrowing shall be allocated in a reasonable fashion to the investment fund(s) in need of liquidity. The Sponsor acknowledges that it has received the disclosure on the Trustee's line of credit program and credit allocation policy and a copy of the text of Prohibited Transaction Exemption 2002-55 prior to executing this Agreement if applicable.

(vi) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Trust; to commence or defend suits or legal or administrative proceedings; to represent the Trust in all suits and legal and administrative hearings; and to pay all reasonable expenses arising from any such action, from the Trust if not paid by the Sponsor.

(vii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Trust if not paid by the Sponsor.

(viii) To do all other acts, although not specifically mentioned herein, as the Trustee may deem necessary to carry out any of the foregoing powers and the purposes of the Trust.

Notwithstanding any powers granted to Trustee pursuant to this Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code. The Trustee will file an annual fiduciary return to the extent required by law.

Section 6. Recordkeeping and Administrative Services to Be Performed.

(a) General.

The Trustee shall perform those recordkeeping and administrative functions described in Schedule "A" attached hereto. These recordkeeping and administrative functions shall be performed within the framework of the Administrator's written directions regarding the Plan's provisions, guidelines and interpretations. The Sponsor acknowledges that the Trustee will be working to streamline and standardize its service model and agrees to reasonably cooperate with the Trustee in connection with those efforts. The Trustee will make the Sponsor aware of the service model changes in advance and will work with the Sponsor to determine the most efficient and effective methods of implementing the changes.

(b) Accounts.

The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of the Reporting Date. Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting Date. Except as otherwise required under applicable law, upon the expiration of twelve (12) months from the date of filing such account, the Trustee shall have no liability or further accountability to anyone with respect to the propriety of its acts or transactions shown in such account, except with respect to such acts or transactions as to which a written objection shall have been filed with the Trustee within such twelve (12) month period.

(c) Inspection and Audit.

Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Sponsor, at no expense to the Sponsor, in the format regularly provided to the Sponsor, a statement of each Participant's account as of the resignation, removal, or termination, and the Trustee shall provide to the Sponsor or the Plan's new recordkeeper such further records as are reasonable, at the Sponsor's expense.

The Trustee will provide to auditors (including third-party auditors and Sponsor's internal audit staff) as Sponsor may designate in writing, access to any Trustee owned or managed facility at which the services are being performed, to appropriate Trustee management personnel, and to the data and records (and other documentation reasonably requested by the Sponsor) maintained by the Trustee with respect to the services solely for the purpose of examining (i) transactional books and records maintained by the Trustee in order to provide the services, (ii) documentation of service level performance, and (iii) invoices to the Sponsor. Any such audits will be conducted at the Sponsor's expense. The Sponsor and its auditors will first look to the most recent Type II Service Auditor's Report ("Type II SAR") before conducting further audits. Type II SAR's are reports issued by the Trustee's or its affiliate's independent public accounting firm in accordance with Statement on Auditing Standard No. 70 ("SAS 70"). If a matter is not covered in such Type II SAR, then the Sponsor will provide the Trustee with a proposed detailed scope and timeframe of the audit requested by the Sponsor in writing at least sixty (60) days prior to date of the audit. The Sponsor will provide the Trustee with not less than ninety (90) days prior written notice of an audit, excepting audit requests from governmental or regulatory agencies. The Sponsor and its auditors will conduct such audits in a manner that will result in a minimum of inconvenience and disruption to the Trustee's operations. Audits may be conducted only during normal business hours and no more frequently than annually unless otherwise required as a matter of law or for compliance with regulatory or contractual requirements. Any audit assistance provided by the Trustee in excess of the number of audit hours per annum referenced in the fee schedule shall be provided on a fee-for-service basis. The Sponsor and its auditors will not be entitled to review or audit (i) data or information of other customers or clients of the Trustee, (ii) any of Trustee's proprietary data, or (iii) any other Confidential Information of the Trustee that is not relevant for the purposes of the audit. The Sponsor and its auditors will not be entitled to logical access to the Trustee's networks and systems, nor unrestricted physical access to Trustee's facilities and personnel. Reviews of processes, controls, and support documentation will be facilitated with appropriate Trustee's personnel. The Trustee will use commercially reasonable efforts to

cooperate in the audit, will make available on a timely basis the information reasonably required to conduct the audit and will assist the designated employees of the Sponsor or its auditors as reasonably necessary. The Sponsor will reimburse the Trustee for any costs incurred by the Trustee in connection with an audit conducted pursuant to this section. To the maximum extent possible, audits will be designed and conducted (in such manner and with such frequency) so as not to interfere with the provision of the services. The Sponsor will not use any competitors of the Trustee (or any significant subcontractor of Trustee under this Agreement) to conduct such audits. The auditors and other representatives of the Sponsor will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as the Trustee may reasonably request in connection with such audits.

(d) Notice of Plan Amendment.

The Trustee's provision of the recordkeeping and administrative services set forth in this Section shall be conditioned on the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption, and on the Administrator providing the Trustee, on a timely basis, with all the information the Trustee deems necessary for the Trustee to perform the recordkeeping and administrative services and such other information as the Trustee may reasonably request.

(e) Returns, Reports and Information.

Except as set forth in the Plan Reporting section of Schedule "A", the Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information as the Administrator may reasonably request to make these filings. The Administrator shall also be responsible for making any disclosures to Participants required by law.

Section 7. Compensation and Expenses.

Sponsor shall pay to Trustee, within thirty (30) days of receipt of the Trustee's bill, the fees for services in accordance with Schedule "B." Fees for services are specifically outlined in Schedule "B" and are based on any assumptions identified therein. In the event that the Plan characteristics referenced in the assumptions outlined in Schedule "B" change significantly by either falling below or exceeding current or projected levels, such fees may be subject to revision, upon mutual renegotiation. To reflect increased operating costs, Trustee may once each calendar year amend Schedule "B" with the Sponsor's consent, which shall not be unreasonably withheld, upon ninety (90) days prior notice to the Sponsor.

All reasonable expenses of Plan administration as shown on Schedule "B" attached hereto, as amended from time to time, shall be a charge against and paid from the appropriate Participants' accounts, except to the extent such amounts are paid by the Sponsor in a timely manner.

All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, and all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, shall be a charge against and paid from the appropriate Participants' accounts.

Section 8. Directions and Indemnification.

(a) Identity of the Sponsor and the Administrator.

The Trustee shall be fully protected in relying on the fact that the Sponsor and the Administrator under the Plan are the individual or persons named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

(b) Directions from the Sponsor and the Administrator.

Whenever the Sponsor or the Administrator provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction if the direction is contained in a writing provided by any individual whose name has been submitted (and not withdrawn) in writing to the Trustee by the Sponsor or the Administrator unless it is clear on the direction's face that the actions to be taken under the direction would be contrary to the terms of this Agreement. The Trustee may rely without further duty of inquiry on the authority of any such individual to provide direction to the Trustee on behalf of the Sponsor.

For purposes of this Section, such direction may also be made via EDT, facsimile or such other secure electronic means in accordance with procedures agreed to by the Sponsor and the Trustee and, in any such case the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Sponsor.

(c) Directions from Participants.

The Trustee shall not be liable for any loss which arises from any Participant's exercise or non-exercise of rights under the Plan over the assets in the Participants' hypothetical accounts.

(d) Indemnification.

The Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or Trust, excepting only any and all Losses arising from the Trustee's negligence or bad faith.

The Trustee shall also indemnify the Sponsor against and hold the Sponsor harmless from any and all such Losses that may be incurred by, imposed upon, or asserted against the Sponsor solely as a result of: i) any defects in the investment methodology embodied in the target asset allocation or model portfolio provided through Portfolio Review, except to the extent that any such Losses arise from information provided by the Participant, the Sponsor or third parties; or ii) any prohibited transactions resulting from the provision of Portfolio Review by the Trustee.

(e) Survival.

The provisions of this Section shall survive the termination of this Agreement.

Section 9. Resignation or Removal of Trustee.

(a) Resignation and Removal.

The Trustee may resign at any time in accordance with the notice provisions set forth below. The Sponsor may remove the Trustee at any time in accordance with the notice provisions set forth below.

(b) Termination.

This Agreement may be terminated in full, or with respect to only a portion of the Plan (i.e. a "partial deconversion") at any time by the Sponsor upon prior written notice to the Trustee in accordance with the notice provisions set forth below.

(c) Notice Period.

In the event either party desires to terminate this Agreement or any Services hereunder, the party shall provide at least sixty (60) days prior written notice of the termination date to the other party; provided, however, that the receiving party may agree, in writing, to a shorter notice period.

(d) Transition Assistance.

In the event of termination of this Agreement, if requested by Sponsor, the Trustee shall assist Sponsor in developing a plan for the orderly transition of the Plan data, cash and assets then constituting the Trust and services provided by the Trustee hereunder to Sponsor or its designee. The Trustee shall provide such assistance for a period not extending beyond sixty (60) days from the termination date of this Agreement. The Trustee shall provide to Sponsor, or to any person designated by Sponsor, at a mutually agreeable time, one file of the Plan data prepared and maintained by the Trustee in the ordinary course of business, in the Trustee's format. The Trustee may provide other or additional transition assistance as mutually determined for additional fees, which shall be due and payable by the Sponsor prior to any termination of this Agreement.

(e) Failure to Appoint Successor.

If, by the termination date, the Sponsor has not notified the Trustee in writing as to the individual or entity to which the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave to deposit the assets and cash in a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all costs and expenses of the action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

Section 10. Successor Trustee.

(a) Appointment.

If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

(b) Acceptance.

As of the date the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee, except as may be required to evidence such transition. The predecessor trustee shall execute all instruments and do all acts that may be reasonably necessary and requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

(c) Corporate Action.

Any successor of the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

Section 11. Resignation, Removal, and Termination Notices.

All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor c/o Vice President of Administrative Services, Big Rivers Electric Corporation, 201 Third Street, Henderson, Kentucky 42420, and to the Trustee c/o Fidelity Investments, Contracts Development & Negotiation, 82 Devonshire Street, MM1M, Boston, Massachusetts 02109, or to such other addresses as the parties have notified each other of in the foregoing manner.

Section 12. Duration.

This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

Section 13. Insolvency of Sponsor.

(a) Trustee shall cease disbursement of funds for payment of benefits to Participants if the Sponsor is Insolvent.

(b) All times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of general creditors of the Sponsor under federal and state law as set forth below.

(i) The Board of Directors and the Chief Executive Officer of the Sponsor shall have the duty to inform Trustee in writing of Sponsor's Insolvency. If a person claiming to be a creditor of the Sponsor alleges in writing to Trustee that Sponsor has become Insolvent, Trustee shall determine whether Sponsor is Insolvent and, pending such determination, Trustee shall discontinue disbursements for payment of benefits to Participants.

(ii) Unless Trustee has actual knowledge of Sponsor's Insolvency, or has received notice from Sponsor or a person claiming to be a creditor alleging that Sponsor is Insolvent, Trustee shall have no duty to inquire whether Sponsor is Insolvent. Trustee may in all events rely on such evidence concerning Sponsor's solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Sponsor's solvency.

(iii) If at any time Trustee has determined that Sponsor is Insolvent, Trustee shall discontinue disbursements for payments to Participants and shall hold the assets of the trust for the benefit of Sponsor's general creditors. Nothing in this Agreement shall in any way diminish any rights of Participants to pursue their rights as general creditors of Sponsor with respect to benefits due under the Plan or otherwise.

(iv) Trustee shall resume disbursement for the payment of benefits to Participants in accordance with this Agreement only after Trustee has determined that Sponsor is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to (a) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants by Sponsor in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 14. Amendment or Modification.

This Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Trustee. The individuals authorized to sign such instrument shall be those authorized by the Sponsor.

Section 15. Electronic Services.

(a) The Trustee may provide communications and services made available via electronic media, including, but not limited to NetBenefits, eWorkplace and Fidelity Plan Sponsor WebStation. The Sponsor agrees to use such Electronic Services only in the course of reasonable administration of or participation in the Plan and to keep confidential and not alter, publish, copy, broadcast, retransmit, reproduce, frame-in, link to, commercially exploit or otherwise disseminate the Electronic Services, any content associated therewith, or any portion thereof (including, without limitation, any trademarks and service marks associated therewith), without the written consent of the Trustee. Notwithstanding the foregoing, the Trustee acknowledges that certain Electronic Services may, by their nature, be intended for non-commercial, personal use by Participants or their beneficiaries, with respect to their participation in the Plan, or for their other retirement or employee benefit planning purposes, and certain content may be intended or permitted to be modified by the Sponsor in connection with the administration of the Plan. In such cases, the Trustee will notify the Sponsor of such fact, and any requirements or guidelines associated with such usage or modification no later than the time of initial delivery of such Electronic Services. To the extent permission is granted to make Electronic Services available to administrative personnel designated by the Sponsor, it shall be

the responsibility of the Sponsor to keep the Trustee informed as to which of the Sponsor personnel are authorized to have such access. Except to the extent otherwise specifically agreed by the parties, the Trustee reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

(b) From time to time, upon mutual agreement of the Trustee and the Sponsor, the Trustee may deliver to the Sponsor certain software products ("Electronic Products") not covered by the terms and conditions stated herein for use in connection with the administration of or participation in the Plan. Terms and conditions of use for such Electronic Products shall be provided to the Sponsor, as applicable. The Trustee makes no warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent that such alternate terms and conditions are not furnished, the use of such Electronic Products shall be governed by the terms of this Agreement as applicable.

(c) Without limiting the responsibilities of the Trustee or the rights of the Sponsor stated elsewhere in this Agreement, Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. To the extent that any Electronic Services utilize Internet services to transport data or communications, the Trustee will take, and the Sponsor agrees to follow, reasonable security precautions. However, the Trustee disclaims any liability for interception of any such data or communications. The Trustee reserves the right not to accept data or communications transmitted electronically or via electronic media by the Sponsor or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does the Trustee make any warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, or non-infringement. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications to the Electronic Services made in violation of this Agreement.

(d) The Sponsor acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and the Sponsor agrees that neither the Sponsor nor, where applicable, Participants, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by the Trustee for the specific use of the Sponsor. To the extent that a PIN is necessary for access to the Electronic Services, the Sponsor and/or its Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

(e) The Trustee will provide to Participants the FullViewSM service via NetBenefits, through which Participants may elect to consolidate and manage any retirement account information available through NetBenefits as well as External Account Information. To the extent not provided by the Trustee or its affiliates, the data aggregation service will be provided by Yodlee.com, Inc. or such other independent provider as the Trustee may select, pursuant to a contract that requires the provider to take appropriate steps to protect the privacy and confidentiality of information furnished by users of the service. The Sponsor acknowledges that Participants who elect to use FullViewSM must provide passwords and PINs to the provider of data aggregation services. The Trustee will use External Account Information to furnish and support FullViewSM or other services provided pursuant to this Agreement, and as otherwise

directed by the Participant. The Trustee will not furnish External Account Information to any third party, except pursuant to subpoena or other applicable law. The Sponsor agrees that the information accumulated through FullViewSM shall not be made available to the Sponsor, provided, however, that the Trustee shall provide to the Sponsor, upon request, aggregate usage data that contains no personally identifiable information.

Section 16. Assignment.

This Agreement, and any of its rights and obligations hereunder, may not be assigned by any party without the prior written consent of the other party(ies), and such consent may be withheld in any party's sole discretion. Notwithstanding the foregoing, Trustee may assign this Agreement in whole or in part, and any of its rights and obligations hereunder, to a subsidiary or affiliate of Trustee without consent of the Sponsor. All provisions in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 17. Force Majeure.

No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages or strikes. This clause shall not excuse any of the parties to the Agreement from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans adequate for protection of all data each of the parties to the Agreement are responsible for maintaining for the Plan.

Section 18. Confidentiality; Safeguarding of Data.

(a) Confidential Information.

In connection with this Agreement, each of the parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party's business operations, financial condition, employees, former employees, eligible dependents and beneficiaries of such employees and former employees, customers, business associates, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the parties, Trustee and Sponsor each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or customer information, and (iv) the terms and conditions of this Agreement (collectively, the "Confidential Information") will be used only in accordance with this Agreement.

(b) Ownership of Information/Safeguarding Information.

Each party's Confidential Information will remain the property of that party except as otherwise expressly provided in this Agreement. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may use and disclose relevant aspects of the other party's Confidential Information to its employees, affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations under this Agreement or the enforcement of its rights under this Agreement; provided, however, that the disclosing party shall ensure that such parties agree to be bound by confidentiality provisions at least as restrictive as those set forth in this Section 18; and provided further, however, that in no event shall Sponsor disclose such Confidential Information to direct competitors of the Trustee. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, affiliates, subcontractors or agents. Neither party will (i) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement, or (ii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party will withhold the Confidential Information of the other party (including in the case of the Sponsor, the Personal Data) or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so.

(c) Return of Information.

Upon expiration or any termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the owner may direct, all documentation in any medium that contains or refers to the other party's Confidential Information; however, each party may retain copies of Confidential Information of the other party solely to the extent required for compliance with applicable professional standards and applicable law.

(d) Exceptions to Confidential Treatment.

Sections 18(a), (b) and (c) shall not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it (a) already known to the receiving party (and not subject to a pre-existing confidentiality agreement) or (b) publicly known; (ii) after disclosure to it, becomes publicly known through no fault of the receiving party; (iii) was received after disclosure to it from a third party who did not indicate that the information was to be treated as confidential in connection with the disclosure or (iv) was independently developed by the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 18 for disclosing Confidential Information of the other party to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, or making a determination that disclosure is legally required, and to the extent that it may legally do so, such party advises the other party prior to making such disclosure in order that the other party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. In addition, Trustee will not be considered to have breached its obligations under

this Section 18 for using or disclosing Confidential Information to the extent Trustee or an affiliate of the Trustee is specifically authorized by an individual to use that individual's personal information (including plan-related and account-related information applicable to that individual) in connection with any other Trustee products or services.

(e) No Duty to Disclose.

Nothing contained in this Section 18 will be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights or license to the Confidential Information of the other party provided that Trustee shall be excused from its obligations to perform hereunder to the extent Sponsor fails to provide any such information as is reasonably necessary for Trustee to perform the services and otherwise meet its obligations hereunder.

(f) Personal Data.

In order to fulfill its obligations under this Agreement, Trustee may receive in connection with this Agreement or the services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about participants ("Personal Data"). Trustee acknowledges that it is receiving Personal Data only in connection with the performance of the services and Trustee will not use or disclose Personal Data without the permission of the Sponsor for any purpose other than as permitted in this Agreement and in fulfilling its obligations under this Agreement, unless disclosure is required or permitted under this Agreement or by applicable law. With respect to Personal Data it receives under this Agreement, Trustee agrees to (i) safeguard Personal Data in accordance with its privacy policy, and (ii) exercise at least the same standard of care in safeguarding such Personal Data that it uses to protect the personal data of its own employees. Notwithstanding the foregoing, Sponsor may monitor Trustee's interactions with participants, and Sponsor authorizes Trustee to permit third-party prospects of the Trustee to monitor participants' interactions for the purpose of evaluating Trustee's services. Nothing in this Agreement shall affect in any way other product or service arrangements entered into separately by Trustee or its affiliates and the Sponsor and/or participants.

(i) Foreign Data Protection Laws.

Sponsor is responsible for any and all activities necessary to ensure compliance with applicable laws regarding data protection outside of the United States and for ensuring that the transfer of Personal Data to Trustee is in compliance with such laws. Sponsor will not transfer any Personal Data to Trustee unless Sponsor has satisfied such laws, such as through the use of consents. Trustee will be entitled to presume that, unless notified to the contrary by Sponsor, activities necessary to ensure compliance with such laws have been satisfied by Sponsor with respect to all Personal Data furnished to Trustee hereunder. Trustee will have no obligation to process any Personal Data if Trustee is on notice that compliance with such laws has not been met.

Section 19. General.

(a) Performance by Trustee, its Agents or Affiliates.

The Sponsor acknowledges and authorizes that the services to be provided under this Agreement

shall be provided by the Trustee, its agents or affiliates, and that certain of such services may be provided pursuant to one or more other contractual agreements or relationships.

(b) Entire Agreement.

This Agreement, together with the Schedules referenced herein, contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, written or oral, made by the parties with respect to the services.

(c) Waiver.

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or subsequent failure or refusal to comply with any other obligation hereunder.

(d) Successors and Assigns.

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

(e) Partial Invalidity.

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Section Headings.

The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

(g) Communications.

In the event that the Sponsor retains any responsibility for delivering Participant communications to some or all Participants and beneficiaries, the Sponsor agrees to furnish the communications to such Participants in a timely manner as determined under applicable law.

The provisions of this Agreement shall apply to all information provided and all Participant communications prepared and delivered by the Sponsor or the Trustee during the implementation period prior to the execution date of this Agreement and throughout the term set forth in this Agreement.

(h) Survival.

Trustee's and Sponsor's respective obligations under this Agreement, which by their nature would continue beyond the termination of this Agreement, including but not limited to those contained in Sections 6(c), 8(d) and 18, shall survive any termination of the Agreement.

Section 20. Authorization To Make Available Fidelity Personal Guidance Offerings.

Notwithstanding any provision of the Agreement to the contrary, Sponsor hereby authorizes Trustee, Fidelity Employer Services Company LLC, Fidelity Brokerage Services LLC, and other affiliates of the Trustee, throughout the term of this Agreement and any extensions thereto, to provide and/or offer personal and/or workplace services, programs, and products (collectively, "Personal Guidance Offerings") to any and all Persons with respect to whom the Trustee receives any information hereunder, including Personal Guidance Offerings unrelated to retirement or employment, and the Trustee may use for such purpose any information received hereunder or otherwise related to the Plan or Sponsor. Such information shall be treated in accordance with Fidelity Investments' privacy policy. Any information collected by the Trustee in the course of providing Personal Guidance Offerings may be retained and used by the Trustee, Fidelity Employer Services Company LLC, Fidelity Brokerage Services LLC, or affiliates of the Trustee after the termination of this Agreement. Persons who request that the Trustee discontinue communications related to Personal Guidance Offerings other than workplace-related offerings shall be permitted to do so in accordance with industry rules and practices and through various means that may be specific by communication medium. The Trustee agrees to indemnify Sponsor against any claims brought against Sponsor by a Person who purchases a product or service of the Trustee or any affiliate of the Trustee as a result of the actions taken by Trustee pursuant to this Section to the extent such claim is the result of Trustee's (or, if applicable, an affiliate of the Trustee's) negligence or failure to follow the terms of any agreements entered into between such Person and the Trustee (or the affiliate of the Trustee).

Section 21. Governing Law.

(a) Massachusetts Law Controls.

This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a Massachusetts trust. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are superseded under section 514 of ERISA.

(b) Trust Agreement Controls.

The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the respective parties. Each party may rely without duty of inquiry on the foregoing representation.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Authorized Signatory

Name: MARK A. BAILEY

Title: PRESIDENT & CEO

Date: 11/16/08

**FIDELITY MANAGEMENT TRUST
COMPANY**

By: [Signature]
FMTC Authorized Signatory

Name: Stephanie Nick

Date: 12/29/08

SCHEDULES

Schedule "A" Recordkeeping and Administrative Services

Administration

- *Establishment and maintenance of Participant account and election percentages.
- *Maintenance of the Plan investment options set forth on Schedule "C".
- *Maintenance of the money classifications set forth in the Plan Administration Manual.
- *The Trustee will provide the recordkeeping and administrative services set forth on this Schedule "A" or as otherwise agreed to in writing (or by means of a secure electronic medium) between Sponsor and Trustee. The Trustee may unilaterally add or enhance services, provided there is no impact on the fees set forth in Schedule "B."

A) Participant Services

- 1) Participant service representatives are available each Business Day at the times set forth in the Plan Administration Manual via toll free telephone service for Participant inquiries and transactions.
- 2) Through the automated voice response system and on-line account access via the world-wide web, Participants have virtually 24 hour account inquiry. Through on-line account access via the world-wide web, Participants also have virtually 24 hour transaction capabilities.
- 3) For security purposes, all calls are recorded. In addition, several levels of security are available including the verification of a PIN or such other personal identifier as may be agreed to from time to time by the Sponsor and the Trustee.
- 4) The following services are available via the telephone or such other electronic means as may be agreed upon from time to time by the Sponsor and the Trustee:
 - Process Participant enrollments, in accordance with the procedures set forth in the Plan Administration Manual.
 - Provide Plan investment option information.
 - Provide and maintain information and explanations about Plan provisions.
 - Respond to requests for literature.
 - Maintain and process changes to Participants' contribution allocations for all money sources, if applicable.
 - Process exchanges (transfers) between investment options on a daily basis.

B) Plan Accounting

- 1) Process consolidated payroll contributions according to the Sponsor's payroll frequency via EDT, consolidated magnetic tape or diskette. The data format will be provided by the Trustee.
- 2) Maintain and update employee data necessary to support Plan administration. The data will be submitted according to payroll frequency.
- 3) Provide daily Plan and Participant level accounting for all Plan investment options.
- 4) Provide daily Plan and Participant level accounting for all money classifications for the Plan.
- 5) Audit and reconcile the Plan and Participant accounts daily.
- 6) Reconcile and process Participant withdrawal requests and distributions as approved and directed by the Sponsor. All requests are paid based on the current market values of Participants' accounts, not advanced or estimated values. A distribution report will accompany each check.
- 7) Maintain and process changes to Participants' existing hypothetical investment mix elections.

C) Participant Reporting

- 1) Provide confirmation to Participants of all Participant initiated transactions either online or via the mail. Online confirms are generated upon submission of a transaction and mail confirms are available by mail generally within five (5) calendar days of the transaction.
- 2) Provide Participant statements in accordance with the procedures set forth in the Plan Administration Manual.

D) Plan Reporting

- 1) Prepare, reconcile and deliver a monthly Trial Balance Report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than twenty (20) calendar days after the end of each month in the absence of unusual circumstances.

E) Government Reporting

- 1) Provide federal and state tax reporting and withholding on benefit payments made to Participants and beneficiaries in accordance with this Agreement.
- 2) Provide Mutual Fund tax reporting (Forms 1099 DIV. and 1099-B) to the Sponsor.

F) Communication & Education Services

- 1) Design, produce and distribute a customized comprehensive communications program for employees. The program may include multimedia informational materials, investment

education and planning materials, access to Fidelity's homepage on the internet and STAGES magazine. Additional fees for such services may apply as mutually agreed upon between Sponsor and Trustee.

- 2) Provide Portfolio Review an internet-based educational service for Participants that generates target asset allocations and model portfolios customized to investment options in the Plan based upon methodology provided by Strategic Advisers, Inc., an affiliate of the Trustee.

G) Other

- 1) Plan Sponsor Webstation: The Fidelity Participant Recordkeeping System is available on-line to the Sponsor via the Plan Sponsor Webstation. PSW is a graphical, Windows-based application that provides current Plan and Participant-level information, including indicative data, account balances, activity and history. The Sponsor agrees that PSW access will not be granted to third parties without the prior consent of the Trustee.
- 2) Change of Address by Telephone: The Trustee shall allow Participants as directed by the Sponsor and documented in the Plan Administration Manual, to make address changes via Fidelity's toll-free telephone service.

**BIG RIVERS ELECTRIC
CORPORATION**

**FIDELITY MANAGEMENT TRUST
COMPANY**

By: Mark A. Bailey
Authorized Signatory

Date

By: [Signature]
FMTC Authorized Signatory

Date

Schedule "B" Fee Schedule

Annual Recordkeeping Fee: \$15,000 per year billed and payable on a quarterly basis.

*This fee will be imposed for each calendar quarter, or any part thereof, that it remains necessary to maintain a Participant's account(s) as part of the Plan's records, e.g., vested, deferred, forfeiture, and terminated Participants who must remain on file through calendar year-end for reporting purposes.

Other Fees:

- Other Fees: separate charges may apply for extraordinary expenses resulting from large numbers of simultaneous manual transactions, from errors not caused by Fidelity, reports not contemplated in this Agreement, corporate actions, audit support in excess of the standard and customary hours allotted for the annual financial statement audit, or the provision of communications materials in hard copy which are also accessible to participants via electronic services in the event that the provision of such material in hard copy would result in an additional expense deemed to be material. The Administrator may withdraw reasonable administrative fees from the Trust by written direction to Fidelity.

**BIG RIVERS ELECTRIC
CORPORATION**

**FIDELITY MANAGEMENT TRUST
COMPANY**

By: Mark A. Bailey 11/14/08 By: [Signature] 12/24/08
Authorized Signatory Date FMTC Authorized Signatory Date

Schedule "C" Investment Options

In accordance with Section 5(b), the Sponsor hereby directs the Trustee that Participants' individual hypothetical accounts may be invested in the following investment options:


- Fidelity Asset Manager® 50%
- Fidelity Blue Chip Growth Fund
- Fidelity Capital Appreciation Fund
- Fidelity Cash Reserves
- Fidelity Diversified International Fund
- Fidelity Equity-Income Fund
- Fidelity Freedom 2000 Fund®
- Fidelity Freedom 2010 Fund®
- Fidelity Freedom 2020 Fund®
- Fidelity Freedom 2030 Fund®
- Fidelity Freedom 2040 Fund®
- Fidelity Freedom Income Fund®
- Fidelity Growth & Income Portfolio
- Fidelity Intermediate Bond Fund
- Fidelity *Magellan*® Fund
- Fidelity Mid-Cap Stock Fund
- Fidelity Small Cap Retirement Fund
- Fidelity Value Fund
- Fidelity Worldwide Fund
- Spartan® Extended Market Index Fund – Investor Class

The Sponsor hereby directs that the investment option referred to in Section 5(c) shall be Fidelity Cash Reserves.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey 11/11/08
Authorized Signatory Date



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 04-MAY-11 Hensley, Bruce	REVISED DATE/BUYER Hensley, Bruce
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6173 888-518-3410	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED

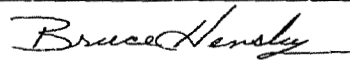
Bruce Hensley



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER		
PURCHASE ORDER NO 203877	REVISION 0	PAGE 2
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL \$ 150,000.00
						



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-1	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 05-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
203877-1

REVISION
 0

PAGE
 2

SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		18.95	LOT	\$ 1.00	\$ 18.95
					TOTAL	\$ 18.95

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 222 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-2	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 05-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER		
PURCHASE ORDER NO 203877-2	REVISION 0	PAGE 2
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		7153.87	LOT	\$ 1.00	\$ 7,153.87
					TOTAL	\$ 7,153.87

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-3	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 05-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-3	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420


BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		405.25	LOT	\$ 1.00	\$ 405.25
					TOTAL	\$ 405.25

Case No. 2012-00585
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-4	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 05-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-4	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		10254.37	LOT	\$ 1.00	\$ 10,254.37
					TOTAL	\$ 10,254.37

Case No. 2012-00535
Attachment for Response to PSC 1-15
Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-5	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 12-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

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Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		20748.69	LOT	\$ 1.00	\$ 20,748.69
					TOTAL	\$ 20,748.69

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 12-MAY-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 203877-6	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		844.71	LOT	\$ 1.00	\$ 844.71
					TOTAL	\$ 844.71
					Case No. 2012-00535	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 22-JUN-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		10405.63	LOT	\$ 1.00	\$ 10,405.63
					TOTAL	\$ 10,405.63

Case No. 2012-00585
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 29-JUL-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		16955.36	LOT	\$ 1.00	\$ 16,955.36
					TOTAL	\$ 16,955.36

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

**VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067**

BLANKET PURCHASE ORDER

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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 15-AUG-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		5001.56	LOT	\$ 1.00	\$ 5,001.56
					TOTAL	\$ 5,001.56

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

**VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067**

BLANKET PURCHASE ORDER

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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 15-AUG-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		6400.3	LOT	\$ 1.00	\$ 6,400.30
					TOTAL	\$ 6,400.30



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
203877-11

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0

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1

SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 13-SEP-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 13-SEP-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 203877-12	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		200	LOT	\$ 1.00	\$ 200.00
					TOTAL	\$ 200.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 244 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 13-SEP-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 27-SEP-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 203877-14	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		660	LOT	\$ 1.00	\$ 660.00
					TOTAL	\$ 660.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 248 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-15	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 13-OCT-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 203877-15	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST		819.5	LOT	\$ 1.00	\$ 819.50
					TOTAL	\$ 819.50
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 250 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 15-NOV-11 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

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Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
203877-16

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST		660	LOT	\$ 1.00	\$ 660.00
					TOTAL	\$ 660.00

Case No. 2012-00535
 Attachment for Response to PSC 1-15
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 13-DEC-11 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-17	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	13-DEC-11	330	LOT	\$ 1.00	\$ 330.00
					TOTAL	\$ 330.00

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 24-JAN-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-18	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST DELIVER TO: WRIGHT, JOY POWELL	24-JAN-12	165	LOT	\$ 1.00	\$ 165.00
					TOTAL	\$ 165.00

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 256 of 395



Your Touchstone Energy® Cooperative 

**VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-19	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 29-FEB-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-19	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	05-MAR-12	765	LOT	\$ 1.00	\$ 765.00
					TOTAL	\$ 765.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 258 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-20	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 20-APR-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 259 of 395



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-20	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	20-APR-12	517.7	LOT	\$ 1.00	\$ 517.70

TOTAL	\$ 517.70
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Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 260 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-21	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 24-APR-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-21	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	24-APR-12	85	LOT	\$ 1.00	\$ 85.00
					TOTAL	\$ 85.00

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 262 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-22	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 04-MAY-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-22	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST DELIVER TO: WRIGHT, JOY POWELL	04-MAY-12	2465	LOT	\$ 1.00	\$ 2,465.00
					TOTAL	\$ 2,465.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 264 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-23	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 31-MAY-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 203877-23	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	31-MAY-12	680	LOT	\$ 1.00	\$ 680.00
					TOTAL	\$ 680.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 266 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-24	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 29-JUN-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
203877-24

REVISION
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST DELIVER TO: WRIGHT, JOY POWELL	29-JUN-12	510	LOT	\$ 1.00	\$ 510.00
					TOTAL	\$ 510.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 268 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-25	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 31-JUL-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-25	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST DELIVER TO: WRIGHT, JOY POWELL	31-JUL-12	3602.1	LOT	\$ 1.00	\$ 3,602.10
					TOTAL	\$ 3,602.10

Case No. 2012-00535
 Attachment for Response to PSC I-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **GDS ASSOCIATES INC.**
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-26	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420


VENDOR NO 80043	DELIVER TO	DATE OF ORDER/BUYER 29-OCT-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (770) 425-8100

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: GDS ASSOCIATES INC.
SUITE 800/1850 PARKWAY PLACE
ATTENTION: JOHN W. HUTTS
MARIETTA, GA 30067

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 203877-26	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST DELIVER TO: WRIGHT, JOY POWELL	29-OCT-12	510	LOT	\$ 1.00	\$ 510.00
					TOTAL	\$ 510.00

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 272 of 395

June 2010

All Clients of Hogan Lovells US LLP (formerly Hogan & Hartson LLP)

**Re: Conversion from Quarter-Hour Billing Increments
to Tenth-of-an-Hour Billing Increments**

Dear Client Representative:

As we have earlier advised you, effective May 1, 2010, Hogan & Hartson LLP ("Hogan & Hartson") combined with Lovells LLP, a preeminent international law firm headquartered in the United Kingdom. The combined firms, which will operate on a worldwide basis under the name Hogan Lovells, will provide clients with a global reach and a breadth of practice that is unrivaled in the legal marketplace.

Although Hogan & Hartson historically billed many of its clients using quarter-hour increments, Hogan Lovells will consistently bill clients using tenth-of-an-hour increments (absent a specific understanding with a client to the contrary). Prior to the May 1 combination, Hogan & Hartson was already billing a substantial number of its clients on this basis. In addition, having reviewed the recent trends in law firm billing practices, it seems clear that based on client preference, billing in tenth-of-an-hour increments is becoming industry-standard. If you are not already being billed in tenth-of-an-hour increments, we trust that you will like our conversion to billing all clients on this basis.

If you have any questions regarding our conversion to billing in tenth-of-an-hour increments, please let us know.

Sincerely,



J. Warren Gorrell, Jr.

Co-CEO
warren.gorrell@hoganlovells.com
D 202 637 8618

Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells refers to the international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP, Hogan Lovells Worldwide Group (a Swiss Verein), and their affiliated businesses with offices in: Abu Dhabi, Alicante, Amsterdam, Baltimore, Beijing, Berlin, Boulder, Brussels, Caracas, Chicago, Colorado Springs, Denver, Dubai, Dusseldorf, Frankfurt, Hamburg, Harbin, Ho Chi Minh City, Hong Kong, Houston, London, Los Angeles, Madrid, Miami, Milan, Moscow, Munich, New York, Northern Virginia, Paris, Philadelphia, Prague, Rome, San Francisco, Shanghai, Silicon Valley, Singapore, Tokyo, Warsaw, Washington DC. Associated offices: Budapest, Jeddah, Riyadh, Zagreb.

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Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert

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HOGAN & HARTSON
L.L.P.

Copy. M. Gore
VPS

File: 1-20-1.2

DOUGLAS L. BERESFORD
PARTNER
(202) 637-5819
DLBERESFORD@HHLAW.COM

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

February 5, 2004

Mr. David A. Spainhoward
Vice President of Contract Administration
and Regulatory Affairs
Big Rivers Electric Corporation
P.O. Box 24
Henderson, KY 42420

Re: Representation of Big Rivers Electric Corporation

Dear David:

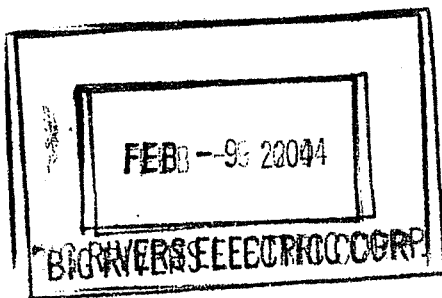
Pursuant to Hogan & Hartson's Engagement Letter with Big Rivers Electric Corporation, I am writing to inform you of our hourly rates effective January 1, 2004. Our standard hourly billing rates are: Douglas L. Beresford, \$475; John T. Stough, Jr., \$500; Leslie S. Ritts, \$475; and George F. (Geof) Hobday, Jr., \$400. As set forth in the Engagement Letter, other partners and associates, whose rates may be different, also may provide services from time to time as circumstances require. We will notify Big Rivers on a timely basis of any changes in Hogan & Hartson's rates.

As always, David, it is a pleasure to work with you. Please call me if you have any questions.

Very truly yours,



Douglas L. Beresford



Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 274 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **HUNTON AND WILLIAMS LLP**
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 213241	REVISION 1	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 35063	DELIVER TO	DATE OF ORDER/BUYER 08-AUG-12 Frederick, Dana Leigh	REVISED DATE/BUYER 14-SEP-12 Frederick, Dana Leigh
PAYMENT TERMS IMMEDIATE		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (804) 788-8784

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

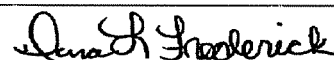
QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED





Your Touchstone Energy® Cooperative 

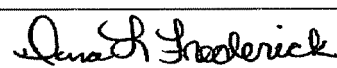
**VENDOR: HUNTON AND WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219**

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 213241	REVISION 1	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL \$ 75,000.00
						



Your Touchstone Energy® Cooperative 

VENDOR: **HUNTON AND WILLIAMS LLP**
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 213241-1	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 35063	DELIVER TO	DATE OF ORDER/BUYER 20-SEP-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS IMMEDIATE		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (804) 788-8784

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 213241-1	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR LEGAL SERVICES DELIVER TO: BERTRAM, MARK WAYNE		49648.23	EACH	\$ 1.00	\$ 49,648.23

TOTAL \$ 49,648.23

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **HUNTON AND WILLIAMS LLP**
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 213241-2	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 35063	DELIVER TO	DATE OF ORDER/BUYER 10-OCT-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS IMMEDIATE		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (804) 788-8784

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: HUNTON AND WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 213241-2	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	ONE YEAR BLANKET PURCHASE ORDER FOR LEGAL SERVICES DELIVER TO: BERTRAM, MARK WAYNE		213.9	EACH	\$ 1.00	\$ 213.90
					TOTAL	\$ 213.90

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
 Page 280 of 395



201 Third Street (42420)
P. O. Box 24
Henderson, KY 42419-0024
270- 827-2561
www.bigrivers.com

135.0.77

Interoffice Memorandum


To: Al Yockey
From: Bill Blackburn *Bill*
Date: July 20, 2011
RE: Consulting Agreement Between
Integrity Development Consultants, Inc.
And Big Rivers Electric Corporation

Please find attached a fully executed original of the Consulting Agreement between Integrity Development Consultants, Inc. and Big Rivers Electric Corporation.

If you have any questions regarding this agreement, please let me know.

CWB/vk

Attachment

Your "Touchstone Energy" Cooperative 

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 281 of 395

Integrity Development Consultants, Inc.

Consulting Agreement with BREC


Client Signature

6/7/2011

Date



Jeff J. Hayden, BSMInE, MSCE

1. Services - Integrity Development's ("Integrity") scope of work for services to be provided ("Work") for the Company ("Client") is outlined below. Depending on the nature of the project, a separate, more detailed letter or proposal is submitted and attached herein. Changes in Work and adjustments to Integrity's compensation are to be agreed to in writing and executed by both Integrity and the Client prior to initiating work on any such changes.

2. Integrity's Professional Charges - Unless otherwise agreed to in writing, Integrity's charges for Work will be billed as quoted herein at \$150.00 per hour and is included as a part of this Agreement. Any 3rd party services coordinated by Integrity for the Client in connection with the Work, will be billed at cost and without the addition of administrative or overhead charges, as a "pass-through" charge, unless otherwise mutually agreed upon. Client shall be ultimately responsible to Integrity for all professional and support charges for all Work performed by Integrity and shall promptly pay Integrity all such charges in accordance with the terms and conditions of the Agreement.

3. Expenses - Client authorizes Integrity to incur reasonable expenses in performing the Work and Client agrees to promptly reimburse for all such cost. Such costs or expenses may include, but are not limited to, transportation, lodging and meal expenses of Integrity personnel, and courier and postage charges. All international air travel outside of North America will be billed at business class rates unless otherwise agreed upon. Copies and plots charges will be charged in accordance with industry standard prices. In the event of anticipated specific computer hardware and/or software charges, Integrity shall provide advance notice to Client of an estimate of such charges and Client shall have the option of whether such work and associated charges shall be conducted and approved for payment.

4. Invoicing and Payment - Unless otherwise agreed, Client shall pay to Integrity work invoiced bi-monthly for all amounts specified in the Work Order. Client agrees to pay the periodic progress payments specified in the invoices on a monthly basis through and until closure of the Work. All payments by Client to Integrity must be made in US dollars. Unless otherwise agreed to in writing by the Parties, Integrity shall invoice Client on a two week cycle for applicable work performed and expenses incurred specific to the Work. Any invoice amount which exceeds the then-current balance of any Client deposit or periodic payment shall be due within fifteen (15) days of the invoice date. Any invoice not paid when due shall incur interest on the unpaid amount at the rate of 8% per annum from the invoice date. Integrity reserves the right to suspend the Work and to withhold any work product or other deliverable in the event any amounts owed hereunder are not paid by their respective due date. Integrity shall not be obligated to recommence any suspended Work until all amounts owed, including any accrued interest charges, are brought current and then only subject to any additional requirements or modifications to the Agreement as Integrity may deem necessary. Should Client elect to suspend work for a period greater than 30 days, all amounts owed by Client to Integrity will become immediately due and payable and interest shall accrue on all amounts owed by Client to Integrity at the rate of 10% per annum from the date Client elects to suspend work until such amounts are paid in full. Checks should be made out to Integrity Development Consultants, Inc., and mailed to 1865 Newark Road, Zanesville OH, 43701.

5. Taxes - For any foreign (i.e., non-USA) engagement, Client shall be obligated to promptly pay when due all applicable taxes, assessments, customs, duties, surcharges, levies, license or fees or charges of any kind whatever, together with any interest and any penalties, required by any local, regional or national government or governmental agency with respect to the Work. In the event that Client

fails to pay any such Taxes when due and Integrity is assessed and pays, or is obligated to pay any such Tax, Client shall promptly reimburse Integrity for all Taxes paid by Integrity together with all losses and internal or external expenses Integrity incurs as a result of Client's failure or delay in paying such Taxes, all subject to an administrative charge of 5%. Interest will accrue at the rate of 1.5% per month until paid on all of Integrity's Tax Costs. As to tax incurred by Integrity in the performance of Work in the USA, Integrity shall be responsible for the payment of such tax. This paragraph shall survive the termination of this Agreement.

6. Independent Contractor Relationship - The Parties agree that in the performance of the Work, Integrity is acting as an independent contractor to Client and neither party shall have the right to control the work of the other. In performing the Work, Integrity will be responsible for determining the means and methods of performance. Integrity agrees to regularly confer with Client as to Client's expectation for Integrity's performance hereunder, as well as the time frames applicable for Integrity's performance of the Work. To the extent Client has provided in advance any health, safety and environmental policies of Client, same shall be attached to and become a part of the Agreement and Integrity agrees to abide by same in its performance of the Work.

7. Standards of Care and Performance - Integrity will perform the Work in a workmanlike manner, consistent with the standards of care, skill and diligence customarily employed by those engaged in the performance of similar services. No other warranties, express or implied, shall pertain to Integrity and the performance of the Work. This Agreement is intended solely for the benefit of the Parties, and it is not their intention to confer any third-party rights upon any other person or entity. No third party (*i.e.*, no party other than Client) shall have any right to rely on any of the Work or deliverables performed or created by Integrity pursuant to this Agreement. This paragraph shall survive the termination of this Agreement.

8. Insurance - Integrity shall maintain at its sole cost and expense during the term of this engagement all appropriate insurance coverage (*e.g.*, worker's compensation, general liability, automobile liability) as follows: .

9. Limitation on Remedy - In no event shall Integrity be liable for any indirect, special, punitive or exemplary damages as a result of any alleged breach of contract or breach of duty, or action or failure to act, such damages being specifically disclaimed and waived by Client. This paragraph shall survive the termination of this Agreement.

10. Termination - Either Party shall have the right to terminate this Agreement by providing written notice to the other Party hereto, and, unless otherwise agreed, Integrity shall be obligated to perform to the date of termination and Client shall be obligated to pay all amounts due to Integrity hereunder up to the date of termination. In the event of such termination by Client, all amounts owed by Client to Integrity shall become immediately due and payable, and interest shall accrue on all amounts owed by Client to Integrity at the rate of 8.0% per annum from the date Client elects to terminate this Agreement work until such amounts are paid in full.

11. Ownership and Use of Work Product - To the extent the Work results in the delivery by Integrity of tangible work products (*e.g.*, written reports, drawings, electronic data, etc.), upon completion of the engagement and the payment by Client of all sums due to Integrity, Integrity agrees to transfer the ownership of such Work Product to Client. **12. Confidentiality** - Integrity agrees to keep confidential any of Client's information which Client designates as confidential. Upon the written request of Client, all of its Client Confidential Information shall be returned except that Integrity shall be permitted to maintain one archival copy of such Client Confidential Information in its files, subject to its obligations hereunder. The foregoing obligations of confidence shall not apply to any information which: (a) is or becomes available to the public through no breach of the Agreement; (b) was previously known by Integrity without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; or (d) is independently developed by Integrity without the use of any of the Client Confidential Information.

13. Entire Agreement - The Agreement contains, and is intended as, a complete statement of all of the terms and agreements between the Parties with respect to the matters provided for herein. The Agreement may only be modified in writing signed by both parties hereto.

14. Disputes - The Parties agree that they will first seek resolution of any dispute between the senior management of the Parties. In the event that the Parties cannot reach resolution of such dispute, each party shall have the right to seek legal recourse and the prevailing party

may be awarded such costs and expenses (including reasonable attorney's fees and expert witness fees) as were incurred by the prevailing party in such proceeding.


15. Notices - Every notice, request, instruction or other communication to be given pursuant the Agreement shall be in writing and shall be deemed given when delivered personally, via email, or by facsimile transmission with a confirming copy also being sent via U.S. Mail (postage prepaid) to a Party at the location/address of that Party set forth on the Work Order (as same may be modified from time to time as such Party may have specified by notice given to the other Party).

SCOPE OF WORK:

Claim(s) review for governmental imposition invoices received from coal companies

Or as needed per BREC management



Your Touchstone Energy® Cooperative 

**VENDOR: L ROBERT KIMBALL
615 WEST HIGHLAND AVENUE
EBENSBURG,, PA 15931**

PURCHASE ORDER		
PURCHASE ORDER NO 213400	REVISION 0	PAGE 1
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

VENDOR NO 51189	DELIVER TO	DATE OF ORDER/BUYER 15-AUG-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS IMMEDIATE		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION PPD & ALLOWED
FREIGHT TERMS DESTINATION PPD & ALLOWED		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE ()

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:

DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139

FAX (888) 514-3178

EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER WILLIAM STENGER PER SPEC HDQ-12-157

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

	TOTAL	CONTINUED
		


Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert


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Your Touchstone Energy® Cooperative 

**VENDOR: L ROBERT KIMBALL
615 WEST HIGHLAND AVENUE
EBENSBURG,, PA 15931**

PURCHASE ORDER		
PURCHASE ORDER NO 213400	REVISION 0	PAGE 2
SHIP TO: 201 Third Street Henderson,KY 42420		
BILL TO: 201 Third Street Henderson,KY 42420		

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON COLEMAN SOLID FUEL & LIMESTONE PILES DELIVER TO:ASHBY, DAVID J	09-AUG-12	14545	EACH	\$ 1.00	\$ 14,545.00
2.1	PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON GREEN SOLID FUEL PILES DELIVER TO:ASHBY, DAVID J	09-AUG-12	13554	EACH	\$ 1.00	\$ 13,554.00
3.1	PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON REID/HMP&L SOLID FUEL PILES DELIVER TO:ASHBY, DAVID J	09-AUG-12	10620	EACH	\$ 1.00	\$ 10,620.00
4.1	PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON WILSON SOLID FUEL PILES DELIVER TO:ASHBY, DAVID J	09-AUG-12	11673	EACH	\$ 1.00	\$ 11,673.00
					TOTAL	\$ 50,392.00
					 Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 286 of 395	



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

Telephone +1 267 256 7000
Fax +1 267 256 7200
Internet www.us.kpmg.com

C. M. MITE
B. Blackburn
D. Windhaus

September 29, 2010

Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42419-0024

Attention: William Denton, Chairman of the Board

This letter (the Engagement Letter) confirms our understanding of our engagement to provide professional services to Big Rivers Electric Corporation (the Company).

Objectives and Limitations of Services

Audit Services

We will issue written reports upon our audit of the Company's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, with the objective of expressing an opinion as to whether the presentation of the financial statements, taken as a whole, that have been prepared by management with the oversight of those charged with governance, conforms with U.S. generally accepted accounting principles.

In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements is planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements performed in accordance with the auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements, and because the determination of abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

Our reports will be addressed to the board of directors of the Company. We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our reports or withdraw from the engagement.

KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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Big Rivers Electric Corporation
September 29, 2010
Page 2

While our report may be sent to the Company electronically for your convenience, only the hard copy report is to be relied upon as our work product.

Internal Control over Financial Reporting and Compliance and Other Matters

In planning and performing our audit of the financial statements, we will consider the Company's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements and not to provide an opinion on the effectiveness of the Company's internal control over financial reporting. In accordance with *Government Auditing Standards*, we are required to communicate that the limited purpose of our consideration of internal control may not meet the needs of some users who require additional information about internal control. We can provide other services to provide you with additional information on internal control which we would be happy to discuss with you at your convenience.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Company's compliance with certain provisions of laws, regulations, contracts and grant agreements, violations of which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on compliance with such provisions.

In accordance with *Government Auditing Standards*, we will prepare a written report, *Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards* (GAGAS report), on our consideration of internal control over financial reporting and tests of compliance made as part of our audit of the financial statements. While the objective of our audit of the financial statements is not to report on the Company's internal control over financial reporting and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements, this report will include any material weaknesses and significant deficiencies to the extent they come to our attention. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. This report will also include illegal acts and fraud, unless clearly inconsequential, and material violations of provisions of contracts and grant agreements and abuse. It will indicate that it is intended solely for the information and use of the board of directors and management of the Company and federal awarding agencies and pass-through entities and that it is not intended to be and should not be used by anyone other than these specified parties.

In accordance with *Government Auditing Standards*, we will also issue a management letter to communicate violations of provisions of contracts or grant agreements or abuse that have an effect on the financial statements that is less than material but more than inconsequential that come to our attention.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report fraud or illegal acts directly to parties outside the auditee.



Offering Documents

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future offering documents will be determined at the time the services are to be performed.

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then the Company agrees to include the following language in the offering document:

“KPMG LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this official statement.”

Our Responsibility to Communicate with the Board of Directors

We will report to the board of directors, in writing, the following matters:

- Corrected misstatements arising from the audit that could, in our judgment, either individually or in aggregate, have a significant effect on the Company's financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.
- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.
- Any disagreements with management or other significant difficulties encountered in performance of our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.

We will also read minutes, if any, of the board directors meetings for consistency with our understanding of the communications made to the board of directors and determine that the board of directors has received copies of all material written communications between ourselves and management. We will also determine that the board of directors has been informed of i) the initial selection of, or the reasons for any change in,



significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

If, in performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to the board of directors our reasons for modification or withdrawal.

Management Responsibilities

The management of the Company is responsible for the fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that the Company complies with laws, regulations, contracts, and grant agreements applicable to its activities, and for informing us of any known material violations of such laws and regulations and provisions of contracts and grant agreements. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective internal controls and procedures for financial reporting to maintain the reliability of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements. Management is also responsible for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

Management of the Company also agrees that all records, documentation, and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of the Company's personnel. As required by the auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

In accordance with *Government Auditing Standards*, as part of our planning of the audit we will evaluate whether the Company has taken appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the financial statements. To assist us, management agrees to identify previous audits, attestation engagements, or other studies that relate to the objectives of the audit, including whether related recommendations have been implemented, prior to October 31st of each respective year under audit.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon taken as a whole. Because of the importance of management's representations to the effective performance of our services, the Company will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs and



Big Rivers Electric Corporation
September 29, 2010
Page 5

expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

Management is also responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAGAS report within 30 days of being provided with draft findings. If such information is not provided on a timely basis prior to release of the report, the GAGAS report will indicate the status of management's responses.

Management is responsible for the distribution of the reports issued by KPMG.

Dispute Resolution

Any dispute or claim arising out of or relating to this Engagement Letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of KPMG or any of its subcontractors or agents to the Company or at its request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

Other Matters

This letter shall serve as the Company's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Company and between KPMG and outside specialists or other entities engaged by either KPMG or the Company. The Company acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no



Big Rivers Electric Corporation
September 29, 2010
Page 6

fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Further, for purposes of the services described in this letter only, the Company hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all names, logos, trademarks and service marks of the Company solely for presentations or reports to the Company or for internal KPMG presentations and intranet sites.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

KPMG-controlled entities and KPMG member firms located outside the United States operating under our supervision may also participate in providing the services described in this letter, and KPMG uses administrative services operating at our direction, including third parties inside and outside the U.S., that may access your information to perform administrative and clerical procedures.

The Company agrees to provide prompt notification if the Company or any of its subsidiaries currently are or become subject to the laws of a foreign jurisdiction that require regulation of any securities issued by the Company or such subsidiary.

The work papers for this engagement are the property of KPMG. Pursuant to *Government Auditing Standards*, we are required to make certain work papers available in a full and timely manner to Regulators upon request for their reviews of audit quality and for use by their auditors. In addition, we may be requested to make certain work papers available to Regulators pursuant to authority provided by law or regulation. Access to the requested work papers will be provided under supervision of KPMG personnel. Furthermore, upon request, we may provide photocopies of selected work papers to Regulators. Such Regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

In the event KPMG is requested pursuant to subpoena or other legal process to produce its documents and/or testimony relating to this engagement for the Company in judicial or administrative proceedings to which KPMG is not a party, the Company shall reimburse KPMG at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

Other Government Auditing Standards Matters

As required by *Government Auditing Standards*, we have attached a copy of KPMG's most recent peer review report.

Additional Reports and Fees for Services

Appendix I to this letter lists the additional reports we will issue as part of this engagement and our fees for professional services to be performed per this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth



Big Rivers Electric Corporation
September 29, 2010
Page 7

in Appendix I at the rates presented in Appendix II and may be subject to written arrangements supplemental to those in this letter.

* * * * *

Our engagement herein is for the provision of annual audit services for the financial statements and other related reports for the periods described in Appendix I, and it is understood that such services are provided as a single engagement. Pursuant to our arrangement as reflected in this letter we will provide the services set forth in Appendix I as a single engagement for each of the Company's subsequent fiscal years until either Management or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each year through 2012 are disclosed in this letter and subsequent to 2012 will be annually subject to negotiation and approval by the board of directors.

We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us.

Very truly yours,

KPMG LLP

Joseph P. Charles
Partner

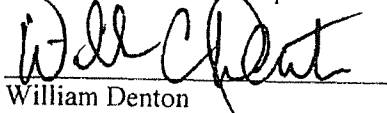
cc: Mark Alan Bailey, *President and Chief Executive Officer*
Charles William Blackburn, *Senior Vice President of Financial and Energy Services and Chief Financial Officer*
Mark Allen Hite, *Vice President of Accounting*



Big Rivers Electric Corporation
September 29, 2010
Page 8

ACCEPTED:

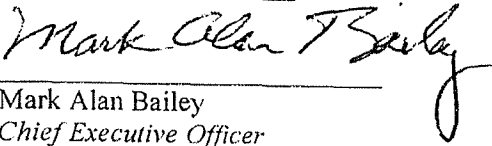
Big Rivers Electric Corporation



William Denton
Chairman of the Board

10-4-10
Date

ACKNOWLEDGED BY:



Mark Alan Bailey
Chief Executive Officer

9/30/10
Date



Appendix I

Fees for Services

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

Audit of the financial statements of Big Rivers Electric Corporation as of and for the year ended December 31, 2010	\$115,000
Audit of the financial statements of Big Rivers Electric Corporation as of and for the years ended December 31, 2011 and 2010.	\$115,000
Audit of the financial statements of Big Rivers Electric Corporation as of and for the years ended December 31, 2012 and 2011.	\$115,000

Other Reports:

Other reports that we will issue as part of this engagement for 2010, 2011, and 2012 are as follows:

<u>Report</u>	<u>Fee</u>
Report on Compliance and on Internal Control Over Financial Reporting Based on Audit of Financial Statements Performed in Accordance with Government Auditing Standards and based on 7 CFR Part 1773, Policy on Audits of RUS Borrowers.	Included in fees above
RUS Management Letter	Included in fees above

The above estimates are based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Expenses for items such as travel, telephone, postage, and typing, printing, and reproduction of financial statements are estimated at approximately 15% of the above fees per year. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill the Company the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the Company. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to the Company.



Appendix II

Hourly Rates for Additional Services

To the extent additional services are provided to Company outside the scope of this engagement letter, we will bill the Company at the hourly rates listed below. The nature and scope of any such work will be agreed to with management prior to beginning the additional services. In the event there are circumstances that arise related to additional services we will take all reasonable steps to notify management and the board of directors of the changes as soon as possible and if any resulting changes would be subject to a separate written arrangement between KPMG and the Company.

Experiiece Level	Audit Hourly Rates
Partner	\$325
Managing Director	N/A
Senior Manager	\$250
Manager	\$200
Senior Associate	\$150
Associate	\$125

PricewaterhouseCoopers LLP
400 Campus Drive
P. O. Box 988
Florham Park NJ 07932
Telephone (973) 236 4000
Facsimile (973) 236 5000

System Review Report

To the Partners of KPMG LLP
and the AICPA Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of KPMG LLP (the Firm) applicable to non-SEC issuers in effect for the year ended March 31, 2008. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*, audits of employee benefit plans, and an audit performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of KPMG LLP in effect for the year ended March 31, 2008, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. KPMG LLP has received a peer review rating of *pass*.

PricewaterhouseCoopers LLP

December 2, 2008

Peer Review Program

December 19, 2008

Timothy P. Flynn, CPA
KPMG LLP
757 Third Avenue, 9th Floor
New York, NY 10017-2013

Dear Mr. Flynn:

It is my pleasure to notify you that on December 17, 2008, the Center for Public Company Audit Firms Peer Review Committee accepted the report on the most recent system review of your firm. The due date for your next review is September 30, 2011. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Robert Rohweder, Chair
CPCAF Peer Review Committee

cc: Betty Jo Charles, CPA

Firm Number: 10054128

Review Number: 264505



KPMG LLP
Suite 2600
400 West Market Street
Louisville, KY 40202

Telephone +1 502 587 0535
Fax +1 502 849 0840
Internet www.us.kpmg.com

September 28, 2010

PRIVATE

Mr. Mark Hite
Vice President of Accounting
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42419-0024

Dear Mark:

We are pleased you have engaged KPMG LLP ("KPMG") to provide tax compliance and tax consulting services for Big Rivers Electric Corporation ("Big Rivers"). This letter confirms the scope and related terms of your engagement of KPMG.

I. Tax Compliance Services

We will perform the following services:

1. We will prepare federal, state, and local corporate tax returns and supporting schedules for Big Rivers' 2010, 2011, and 2012 tax years. Our records indicate that we should prepare the following returns for each tax year:

Federal	Form 1120
Arizona	Form 120
California	Form 100
Indiana	Form IT-20
Georgia	Form 600
Kentucky	Form 720
Maryland	Form 500
Minnesota	Form M4
North Carolina	Form CD-405
Texas	Form 05-158 (if required)
Texas	Form 05-102 (if required)

2. We will determine the corporation's quarterly estimated tax payments for the 2011, 2012, and 2013 tax years.

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 299 of 395



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Mr. Mark Hite
Big Rivers Electric Corporation
September 28, 2010

This engagement letter is also intended to apply to preliminary engagement planning activities related to the tax returns specified above for the immediately succeeding tax year.

If we do not receive all of the requested information by February 15, 2011 and you have returned to us a signed copy of this letter, we will automatically prepare, for your filing, a request for extension of time to file the applicable returns.

We will prepare these returns from the information you submit. We will not audit or independently verify the data you submit. However, we may ask for clarification of some of the information. Our engagement cannot be relied on to uncover errors, omissions, or irregularities, should any exist in the underlying information incorporated in the tax returns. However, we will inform you of any such matters that come to our attention. Because management has ultimate responsibility for the tax returns, please have the appropriate corporate officials review the returns before an officer signs and files the returns.

Please note that if Big Rivers had a taxable presence (e.g., an employee within the jurisdiction or any tangible property owned or rented within the jurisdiction) in a jurisdiction not listed above, it may be subject to income or franchise tax in that jurisdiction, depending upon the particular facts. It is Big Rivers' obligation to notify KPMG if assistance is needed to determine whether Big Rivers is liable for income or franchise tax or has a filing requirement in any jurisdiction not listed above.

All returns are subject to examination by the taxing authorities. In the event of an examination, Big Rivers may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax returns. In preparing your returns, we rely on your representations that you understand and have complied with applicable documentation requirements for Big Rivers' income, expenses, deductions, and credits. If an examination occurs, and if you and we agree to have KPMG assist or represent Big Rivers in the examination, any such additional services and the fee therefore would be set forth in a separate engagement letter.

Tax Return Standards

KPMG applies elevated standards in preparing tax returns. In this regard, if a return position relates to a transaction that is a "principal purpose transaction" or a transaction that the IRS or a state tax authority has identified as a "listed transaction," we must arrive at a "should" confidence level (i.e., approximately a 70 percent or greater likelihood of success if challenged by a tax authority) with respect to the position. If the position does not relate to a federal or state



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September 28, 2010

“listed transaction” or a “principal purpose transaction,” we must be able to determine that (1) there is “substantial authority” for an undisclosed return position (i.e., the weight of authorities in support of a position is substantial in relation to the weight of authorities in opposition to the position) and (2) a disclosed return position has at least a “realistic possibility” of being sustained on its merits (i.e., approximately a one-in-three or greater likelihood of success if challenged by a tax authority). Stricter minimum tax return preparation standards will be applied to “Tax Shelters” (as defined in IRC §6662(d)(2)(C)(ii)). The laws of some states (e.g., California and New York) also may impose more stringent return preparation standards for state tax returns. In determining whether a return position meets the appropriate standard, we will not take into account the possibility that a tax return will not be audited, that an issue will not be raised on audit, or that an issue will be settled. We will inform you as soon as possible if, during our preparation, we determine circumstances exist that prevent us from completing the tax return under these standards. We will not render any advice with respect to a federal or state “listed transaction” or any transaction that is substantially similar to a federal or state “listed transaction.”

Electronic Filing

KPMG will electronically file the returns we prepare for you that are subject to tax authority mandates. The filing instructions that KPMG provides to you will indicate the returns that KPMG has electronically filed on your behalf, if any, and will provide instructions and filing copies for your paper filing of the returns that were not electronically filed.

II. Tax Consulting Services

This engagement letter also covers tax consulting matters that may arise for which you seek our advice, both written and oral, and that are not the subject of a separate engagement letter. We will apply the elevated standards described in the “Tax Return Standards” section of this letter with respect to any such advice which would cause KPMG to be considered a tax return preparer under Treasury Regulation §301.7701-15. KPMG will not render any advice with respect to a federal or state “listed transaction” or any transaction that is substantially similar to a federal or state “listed transaction.”

If matters exceed the scope of this engagement letter, we will issue a separate engagement letter or clarifying addendum to confirm the scope and related terms. Furthermore, a separate engagement letter will be issued for each discrete tax consulting project not specified in this engagement letter (e.g., transfer pricing study, corporate acquisition or disposition, etc.) and for tax controversy representation.



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Mr. Mark Hite

Big Rivers Electric Corporation

September 28, 2010

When, in the course of providing general tax consulting services, it is determined that the service would exceed the scope of this letter, preliminary engagement planning activities undertaken prior to the issuance of a separate engagement letter for the discrete tax consulting project are intended to be covered by this engagement letter.

To be of greatest assistance to Big Rivers, we should be advised **in advance** of proposed transactions.

We do not anticipate that the written tax advice provided under this engagement letter will be a Covered Opinion as defined in §10.35 of Circular 230 ("Covered Opinion"). Therefore, all the written tax advice provided under this engagement letter will contain the following legend:

ANY TAX ADVICE IN THIS COMMUNICATION IS NOT INTENDED OR WRITTEN BY KPMG TO BE USED, AND CANNOT BE USED, BY A CLIENT OR ANY OTHER PERSON OR ENTITY FOR THE PURPOSE OF (i) AVOIDING PENALTIES THAT MAY BE IMPOSED ON ANY TAXPAYER OR (ii) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY MATTERS ADDRESSED HEREIN.

However, if our services will rise to the level of a Covered Opinion, we will issue a separate engagement letter for the issuance of a Covered Opinion.

Fees

I. Tax Compliance Services

Our fee for tax compliance services will be the lesser of:

- actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services summarized in the table below; or
- \$26,700 per year for each of the three taxable years.



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Mr. Mark Hite
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September 28, 2010

In addition, to the extent that KPMG prepares tax returns for any state or local jurisdiction not listed above, the fee limit will be increased by \$1,000 per return.

<i>Professional</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$325</i>
<i>Managing Director</i>	<i>\$275</i>
<i>Senior Manager</i>	<i>\$250</i>
<i>Manager</i>	<i>\$200</i>
<i>Senior Tax Associate</i>	<i>\$150</i>
<i>Tax Associate</i>	<i>\$125</i>

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.), which should not exceed 15 percent of total estimated fees.

We will endeavor to notify you if we encounter any circumstances that warrant additional time or expense. If such matters exceed the scope of this engagement letter, we will issue an addendum or separate engagement letters to confirm the scope and related terms of any additional engagements.

Our fees for tax compliance services for the 2010 tax year will be progress billed as follows:

<i>Progress bill to be mailed on</i>	<i>Amount to be billed</i>
<i>January 31, 2011</i>	<i>\$5,000</i>
<i>March 31, 2011</i>	<i>\$5,000</i>
<i>June 30, 2011</i>	<i>\$7,500</i>
<i>August 31, 2011</i>	<i>\$7,500</i>
<i>December 30, 2011</i>	<i>Balance due</i>

Our fees for tax compliance services for the 2011 tax year will be progress billed as follows:

<i>Progress bill to be mailed on</i>	<i>Amount to be billed</i>
<i>January 31, 2012</i>	<i>\$5,000</i>
<i>March 30, 2012</i>	<i>\$5,000</i>
<i>June 29, 2012</i>	<i>\$7,500</i>
<i>August 31, 2012</i>	<i>\$7,500</i>
<i>December 31, 2012</i>	<i>Balance due</i>



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Mr. Mark Hite
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September 28, 2010

Our fees for tax compliance services for the 2012 tax year will be progress billed as follows:

<i>Progress bill to be mailed on</i>	<i>Amount to be billed</i>
<i>January 31, 2013</i>	<i>\$5,000</i>
<i>March 29, 2013</i>	<i>\$5,000</i>
<i>June 28, 2013</i>	<i>\$7,500</i>
<i>August 30, 2013</i>	<i>\$7,500</i>
<i>December 31, 2013</i>	<i>Balance due</i>

II. Tax Consulting Services

Our fees for any tax consulting services under this engagement will be based on the actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services summarized in the table below.

<i>Professional</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$375</i>
<i>Managing Director</i>	<i>\$325</i>
<i>Senior Manager</i>	<i>\$300</i>
<i>Manager</i>	<i>\$250</i>
<i>Senior Tax Associate</i>	<i>\$175</i>
<i>Tax Associate</i>	<i>\$150</i>

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.), which should not exceed 15% of the total estimated fees.

Our fees for tax consulting services will be billed as incurred.

Consent to Disclose and Use Tax Return Information

Federal law prohibits our disclosing, without your consent, your tax return information to third parties (such as one or more KPMG International Member Firms or to KPMG LLP's India-based returns processing center, the "Q-Center") or our use of that information for purposes other than the preparation of your return. In executing this engagement letter, you authorize KPMG LLP to disclose your tax return information to the Q-Center or such other third party service providers as you may request or as may be required for purposes of completing the services under this engagement letter (including, but not limited to, the processing of your return). Your consent



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will be valid until such time as we have completed the services described in, and any services that are ancillary to, those described in this engagement letter.

* * *

The attached Standard Terms and Conditions for Advisory and Tax Services ("Standard Terms and Conditions") are made a part of this engagement letter.

The following modifications to the Standard Terms and Conditions are agreed to by the parties and made a part of this letter:

Para. 6 (Limitation on Damages): The first sentence herein is amended and restated as follows: "Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses (collectively, "Damages") in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under the Engagement Letter for the applicable calendar year in which such Damages were suffered or incurred."

Please sign the enclosed copy of this letter to confirm our agreement and return it to us as soon as possible so that we may begin work on this engagement.

Unless otherwise terminated, modified, or superseded in writing, this engagement letter is intended to end three months from the end of the term of this letter. In addition, effective as of the date of signing, this engagement letter supersedes any and all previously issued engagement letters pertaining to the services described above.



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Mr. Mark Hite
Big Rivers Electric Corporation
September 28, 2010

If you have any questions, please do not hesitate to call me at (502) 562-5665.

Very truly yours,

KPMG LLP

A handwritten signature in black ink, appearing to read "Michael C. Wade".

Michael C. Wade
Tax Managing Director

Enclosures:

Standard Terms and Conditions for Advisory and Tax Services (as modified)

ROUTING/REVIEW INSTRUCTIONS

cc: Joe Charles, Lead Engagement Partner – KPMG (Philadelphia)
Steve Rathjen, Audit Concurring Review Partner – KPMG (Kansas City)
Mike Comer, Lead Tax Partner – KPMG (Cincinnati)

KPMG LLP
Standard Terms and Conditions for Advisory and Tax Services

1. Services; Client Responsibilities.

- (a) References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached or incorporated (the "Engagement Letter") and references herein to KPMG shall refer to KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of KPMG International Cooperative (KPMG International), a Swiss entity. Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents are collectively referred to herein as the "Client Parties." KPMG, any member firm of KPMG International referred to in Paragraph 15(a) below, and their affiliates, and their respective partners, principals, employees, and agents are collectively referred to herein as the "KPMG Parties."
 - (b) It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.
 - (c) If KPMG audits the financial statements of Client or provides any other attestation services to Client, the rules of the American Institute of Certified Public Accountants ("AICPA") require Client to agree to the following provisions of this Paragraph 1(c). In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee such services, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including monitoring on-going activities.
 - (d) Subsequent to the completion of this engagement, KPMG will not update its advice, recommendations or work product for changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.
- 2. Tax on Services.** All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.
- 3. Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.

4. Ownership and Use of Deliverables.

- (a) KPMG has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, use, provide, modify, create, acquire or otherwise obtain rights in, (i) concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and software and (ii) the general elements of style, design, art work and graphics and content of general applicability included in KPMG's Deliverables (as defined below) or work product not specific to Client or the services under the engagement letter (collectively, the "KPMG Property"). KPMG retains all ownership and use rights in the KPMG Property. Client shall acquire no rights or interest in the KPMG Property, except as expressly provided in the next paragraph. KPMG acknowledges that KPMG Property shall not include any of Client's confidential information or tangible or intangible property, and KPMG shall have no ownership rights in such property.
- (b) Except for KPMG Property, and upon full and final payment to KPMG under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the property of Client. If any KPMG Property is contained in any of the Deliverables, KPMG hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such KPMG Property in connection with Client's use of the Deliverables. Client acknowledges and agrees that KPMG shall have the right to retain for its files copies of each of the Deliverables.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by KPMG in connection with the services under the Engagement Letter is intended for Client's sole benefit and KPMG does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk. Client agrees that if it makes such advice, recommendations, information or work product available to any third party other than as expressly permitted by the Engagement Letter the provisions of Paragraph 8(b) shall apply unless Client provides the written notice to the third party in substantially the form of Appendix A hereto (the "Notice"), which Notice shall be acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the foregoing Notice and acknowledgement and any notice and acknowledgement sent to Client by such third party as contemplated by the Notice. Client may only make a Deliverable bearing the "KPMG" name or logo available to a third party in its entirety. Notwithstanding the foregoing, (i) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) below, no acknowledgement of the Notice shall be required and (ii) no Notice or acknowledgement shall be required with respect to disclosures expressly authorized by the Engagement Letter.

KPMG LLP

Standard Terms and Conditions for Advisory and Tax Services

- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

8. Indemnification.

- (a) KPMG agrees to indemnify, hold harmless and defend the Client Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the Client Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the KPMG Parties. Client agrees to indemnify, hold harmless and defend the KPMG Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the KPMG Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the Client Parties.

- (b) In accordance with Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim to the extent resulting from such party's reliance upon KPMG's advice, recommendations, information or work product as a result of Client's disclosure of such advice, recommendations, information or work product without adhering to the notice requirements of Paragraph 4(c) above. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute or tort (including without limitation negligence) by KPMG.

- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.

9. Cooperation; Use of Information.

- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional details regarding Contractor's access to and use of personnel, facilities, equipment, data and information.
- (b) The Engagement Letter may set forth additional obligations of Client in connection with the services under the Engagement Letter. Client acknowledges that its failure to perform these

KPMG LLP
Standard Terms and Conditions for Advisory and Tax Services

obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.

- (c) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material adverse effect on KPMG's conclusions.
10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.**
- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) relates to information provided by KPMG relating to the tax treatment or tax structure of any transaction, (5) the Receiving Party determines is required to be maintained or disclosed by the Receiving Party under sections 6011, 6111 or 6112 of the Internal Revenue Code ("IRC") or the regulations thereunder or under any similar or analogous provisions of the laws of a state or other jurisdiction or (6) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (b) The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party

may disclose Confidential Information to the extent that it is required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order, to fulfill professional obligations and standards (including quality and peer review) or to submit and process an insurance claim. Further, KPMG may aggregate Client information with information from other sources in connection with thought leadership projects, to improve the delivery of services to clients and to allow clients to evaluate various business transactions and opportunities. KPMG will only use this information without attribution to Client and under circumstances where Client will not be identified as the source of the information.

- (c) Each party shall be deemed to have met its nondisclosure obligations under this Paragraph 11 as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (d) If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party of such demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event the Receiving Party is requested to testify or produce its documents relating to the services under the Engagement Letter pursuant to subpoena or other legal process in judicial or administrative proceedings to which it is not a party, or in connection with an informal inquiry or investigation with the consent of the Disclosing Party, the Disclosing Party shall reimburse the Receiving Party for its time and expenses, including reasonable attorney's fees, incurred in responding to such requests.
12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.
13. **Governing Law; Severability.** The Engagement Letter and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.
14. **Alternative Dispute Resolution.**
- (a) Any dispute or claim arising out of or relating to the Engagement Letter between the parties or the services provided thereunder shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for

KPMG LLP
Standard Terms and Conditions for Advisory and Tax Services

arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

- (b) Mediation, if selected, may take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
- (c) Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
- (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.
- (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

15 Use of Member Firms, Affiliates and Third Party Service Providers.

- (a) To the extent any of the services under the Engagement Letter will be performed in or relate to a jurisdiction outside of the United States, Client acknowledges and agrees that such services, including any applicable tax advice, may be performed by a member firm of KPMG International practicing in such jurisdiction. Client understands that KPMG International and each such member firm is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of KPMG International or any such member firm.
- (b) Client further acknowledges that (i) in connection with the performance of services under the Engagement Letter, KPMG, in its discretion or at Client's direction, may utilize the services of affiliates and third party service providers within and without the United States to complete the services under the Engagement

Letter, and (ii) KPMG uses third party service providers within and without the United States to provide at KPMG's direction administrative and clerical services to KPMG.

- (c) Accordingly, Client consents to KPMG's disclosure to a member firm, affiliate or third party service provider and such member firm's, affiliate's and third party service provider's use of data and information, including but not limited to Confidential Information and "tax return information" within the meaning of Treasury Regulations section 301.7216-1(b)(3) (or a successor provision), received from or at the request or direction of Client for the purposes set forth in Paragraphs 15(a) and 15(b) above.
- (d) Any services performed by a member firm, affiliate or third party service provider shall satisfy the terms of the Engagement Letter and KPMG shall remain responsible to Client for the performance of such services. Client agrees that any claim relating to the services under the Engagement Letter may only be made against KPMG and not any other member firm, affiliate or third party service provider referred to above.

16. Miscellaneous.

- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
- (b) **Electronic Communications.** KPMG and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy version of a document or other communication that KPMG transmits to Client shall supersede any previous versions or communications transmitted electronically by KPMG to Client unless no such hard copy is transmitted.
- (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

KPMG LLP
Standard Terms and Conditions for Advisory and Tax Services

- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) **Use of Names and Logos.** Except as permitted by law or the terms of the Engagement Letter, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof. Any such use shall require the express written consent of the owner party.
- (f) **Privileged Communications.** Information relating to advice KPMG provides to Client, including communications between KPMG and Client and material KPMG creates in the course of providing advice, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As KPMG is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to promptly notify KPMG of any such waivers, whether resulting from communications with KPMG or third parties in the same or a related matter. Client also understands that privilege may not be available for communications with an audit client and that KPMG personnel providing audit and non-audit services will discuss matters that may affect the audit to the extent required by applicable professional standards. Client agrees that KPMG will not assert on Client's behalf any claim of privilege unless Client specifically instructs KPMG in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will KPMG assert any claim of privilege that KPMG concludes, after exercising reasonable judgment, is not valid.
- (g) **Active Spreadsheets and Electronic Files.** KPMG may use models, electronic files and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the Engagement Letter. If Client requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to Client for its internal use only and such item shall be considered a Deliverable subject to Paragraph 4 above; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item.
- (h) **Non-Solicitation.** During the term of the Engagement Letter and for one year thereafter, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services under the Engagement Letter, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
17. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, including the Exhibits and Appendices hereto and thereto, constitute the entire agreement between KPMG and Client with respect to the services under the Engagement Letter and supersede all other oral and written representation, understandings or agreements relating thereto.
18. **Additional Terms for Engagements Involving Tax Services.**
- (a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of IRC sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of this engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.
- (c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the Internal Revenue Code of 1986, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.

McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

W. TERRY McBRAYER
JOHN R. MCGINNIS
PHILIP BRUCE LESLIE ^{1,2}
WILLIAM D. KIRKLAND
J.D. ATKINSON, JR.
JAMES G. AMATO
GEORGE D. GREGORY ¹
BRENT L. CALDWELL
W. BRENT RICE
STUART MCCLOY ³
JAMES H. FRAZIER, III ^{2,4}
LISA ENGLISH HINKLE
WILLIAM R. PALMER, JR.
BRUCE W. MACDONALD ⁴
T. BRUCE SIMPSON, JR.
ROBERT E. MACLIN, III ⁵
PAMELA ADAMS CHESNUT
CHRISTINE N. WESTOVER
CHRISTOPHER J. SHAUGHNESSY
KAREN G. CHRISMAN
STEPHEN G. AMATO
TERRI R. STALLARD ⁷
MARY ESTES HAGGIN
DOUGLAS T. LOGSDON ¹
R. STEPHEN MCGINNIS ⁸
JON A. WOODALL
SIACY C. KULA ¹
JARON P. BLANDFORD
CHAD H. SMITH
G. MICHAEL CAIN, II
DAVID A. COHEN
JOHN I. McBRAYER ⁹
NATHAN BILLINGS
LINDA FRANCISCO THACKER
HOLLY J. TURNER
BRENDAN R. YATES
PAUL E. CRAFT
JOSHUA J. MARKHAM
ANNE E. COOK

¹ ALSO ADMITTED IN COLORADO
² ALSO ADMITTED IN ILLINOIS
³ ALSO ADMITTED IN NORTH CAROLINA
⁴ ALSO ADMITTED IN OHIO
⁵ ALSO ADMITTED IN INDIANAPOLIS
⁶ ALSO ADMITTED IN TEXAS
⁷ ALSO ADMITTED IN GEORGIA
⁸ ALSO ADMITTED IN WEST VIRGINIA
⁹ ALSO ADMITTED IN MONTANA

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859-231-8780
FACSIMILE 859-231-6518
WWW.MMLK.COM

300 WHITAKER BANK BUILDING
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FRANKFORT, KY 40602-1100
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MAIN and HARRISON STREETS
P.O. BOX 280
GREENUP, KY 41144-0280
606-473-7303
FACSIMILE 606-473-9003
E-MAIL mmlkgree@zoomnet.net

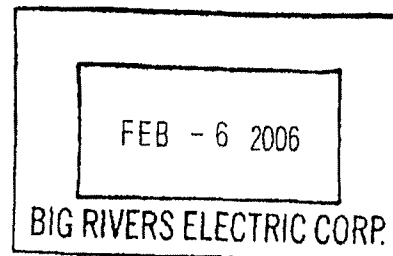
1508 GREENUP AVE
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GOVERNMENT RELATIONS OFFICE
WHITAKER BANK BUILDING
SUITE 308
305 ANN STREET
FRANKFORT, KY 40601-2847
502-875-1176
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Governmental Relations
SEAN M. CUTLER
J. CHRIS NOLAN
MARY ELLEN W. HORNER
CHARLES LAMBERT
JASON BENTLEY

February 3, 2006

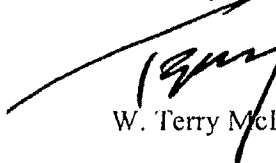
Mr. David Spainhoward
Vice President of External Relations and Interim
Chief Production Officer
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, KY 42419-0024



Dear David:

Attached you will find the executed Amendment to Government Relations Services Agreement which MMLK has with Big Rivers Electric Corporation. Thanks very much for using us and allowing us to work on your behalf. I look forward to seeing you soon.

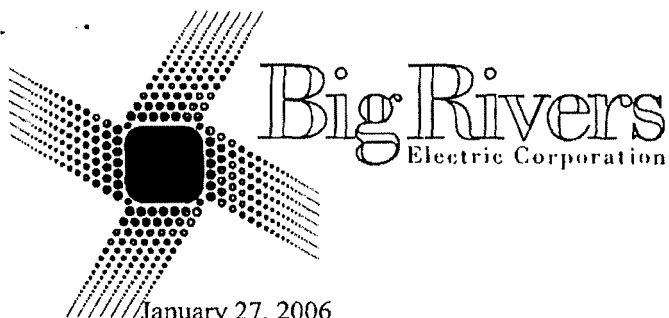
Sincerely,


W. Terry McBrayer

WTM/dkw
Enclosure

-1- of 2.

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 312 of 395



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

January 27, 2006

Hon. W. Terry McBrayer
Senior Partner
McBrayer, McGinnis, Leslie & Kirland PLLC
163 West Short Street, Suite 300
Lexington, Kentucky 40507-1361

Re: Amendment to Government Relations Services Agreement

Dear Terry:

As you know, McBrayer, McGinnis, Leslie & Kirland PLLC ("MMLK") and Big Rivers Electric Corporation ("Big Rivers") entered into an agreement by letter agreement dated January 3, 2002, whereby, in addition to other terms and conditions, MMLK agreed to provide government relations services, including legislative and executive branch lobbying, on behalf of Big Rivers in exchange for Big Rivers paying a fixed fee of \$1,000 per month for lobbying and \$1,000 per month for public relations during the term of the agreement. The parties now wish to and do hereby amend that agreement to provide that effective January 1, 2006, in exchange for MMLK's services, Big Rivers agrees to pay to a fixed fee of \$1,100 per month for lobbying and \$1,100 per month for public relations during the term of the agreement.

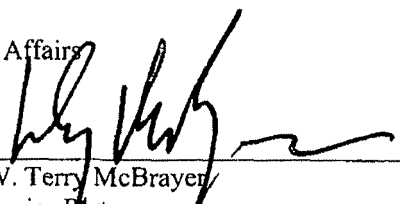
This letter contains the full agreement between Big Rivers and MMLK with regard to amending the letter agreement. If it meets with your approval, please sign where indicated below on behalf of MMLK, retain a copy of the amendment for your file and return the original to me at the address listed above. I look forward to hearing from you in the near future.

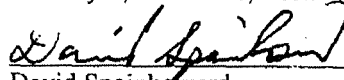
Sincerely,

David Spainhoward
Vice President of Contract Administration and Regulatory Affairs
Big Rivers Electric Corporation

Date: 2/3/06

Date: 1/27/06


W. Terry McBrayer
Senior Partner
McBrayer, McGinnis, Leslie & Kirland


David Spainhoward
Vice President of External Relations and Interim
Chief Production Officer
Big Rivers Electric Corporation

Your Touchstone Energy® Cooperative



- 2 -
END

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 313 of 395

MERCER

H. Edgar Hill, JD
Principal

462 South Fourth Street, Suite 1100
Louisville, KY 40202
502 561 4694
www.mercer.com

The objective of this Statement of Work is to confirm the scope of our work and the compensation for this project. This Statement of Work is subject to the terms and conditions contained in our current engagement letter dated January 9, 2010. All capitalized terms not defined in this Statement of Work shall have the meanings ascribed to them in our existing engagement letter.

Project Details

1. Project name: **Cycle B Restatement and Determination Letter Filings**
2. Description of Mercer responsibilities: **Draft restatement to incorporate prior amendments and other required changes and prepare the form 5300 determination letter filing for the following plans:**
 - **Big Rivers Electric Corporation Salaried Employees' Retirement Plan**
 - **Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan**
 - **Big Rivers Electric Corporation Bargaining Employees' Retirement Plan**
 - **Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan**
3. Description of client responsibilities:
 - **Review and timely adopt restatements**
 - **Review and timely file the Form 5300 determination letter filing**
4. Period of time over which work will be performed: **Date of execution of this Statement of Work by Big Rivers through January 31, 2013. This Statement of Work will expire 90-days after the last favorable determination letter is received.**
5. Compensation/fees:
 - **Restatement - Big Rivers Electric Corporation Salaried Employees' Retirement Plan: \$8,000 - \$10,000**
 - **Restatement - Big Rivers Electric Corporation Bargaining Employees' Retirement Plan: \$6,000 - \$8,000**
 - **Restatement - Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan: \$8,000 - \$10,000**
 - **Restatement - Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan: \$6,000 - \$8,000**
 - **Form 5300 Determination Letter Filing: \$6,000 - \$8,000 for each plan**

Fee Structure

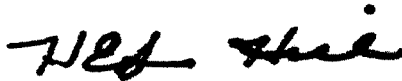
Our compensation for the services will be professional fees in the amount of **\$52,000 - \$68,000**. These fees are for a first draft to Big Rivers. The fees also assume that executed amendments and documents and information to prepare the Form 5300 determination letter filing are readily available. If the service scope for this project changes, we may need to adjust the fee quote. However, any add-on services or changes will be discussed and mutually agreed upon before they are executed. In addition to such compensation, we also bill for necessary travel and other expenses related to the services requested. Any follow-up

MERCER

work with the Internal Revenue Service after the determination letter applications have been filed is not within the scope of this Statement of Work.

We appreciate your business and look forward to working with you on this engagement. Please acknowledge your agreement to the terms contained herein by signing below.

Mercer (US) Inc.



By:

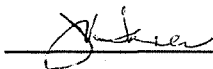
Name: H. Edgar Hill

Date: January 25, 2012

Title: Principal

ACCEPTED AND AGREED

Big Rivers Electric Corporation

By: 

Name: JAMES V HANER
(Please Print)

Date: 9-13-12

Title: VP ADMINISTRATIVE SERVICES

g:\tss\tss_msl\big rivers\statement of work - cycle b - 2013.doc



MYRIAD CPA
GROUP
Audit ■ Tax ■ Advisory

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www.myriadcpa.com • inquiries@myriadcpa.com

May 30, 2012

Mr. James V. Haner
Big Rivers Corporation
201 Third Street
Henderson, KY 42420

We are pleased to confirm our understanding of the services we are to provide for the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan for the year ended December 31, 2011 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

We will audit the Statement of Net Assets Available for Benefits of the Big Rivers' Electric Corporation Salaried Employees' Retirement Savings Plan as of December 31, 2011 and the related Statement of Changes in Net Assets Available for Benefits for the year then ended. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

- 1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
- 2) Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
- 3) Leases in Default or Classified as Uncollectible.
- 4) Reportable Transactions.
- 5) Nonexempt Transactions.
- 6) Delinquent Participant Contributions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

1310 Tutor Lane
Evansville, IN 47715
812 477 7990

300 First Street
Henderson, KY 42420
270 827 1577

1735 Frederica Street
Owensboro, KY 42301
270 691 8981

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
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CPAAI
CPA ASSOCIATES INTERNATIONAL

Member of CPA Associates International – an association of independent CPA firms.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments and certain other assets and liabilities by correspondence with financial institutions and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Management Responsibilities

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping, actuarial, or any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; and for the fair presentation in the financial statements of the net assets available for benefits and changes in net assets available for benefits of the plan in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare schedules and analyses and type all confirmations we request and will locate any invoices or other documents selected by us for testing.

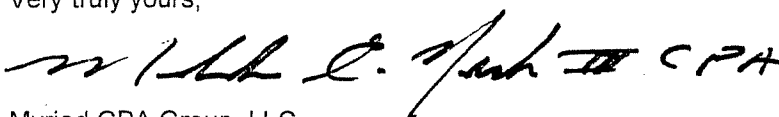
The audit documentation for this engagement is the property of Myriad CPA Group, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Myriad CPA Group LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Mac Neel, III, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately July 23, 2012 and issue our report no later than August 31, 2012.

We estimate that our fees for these services will be \$7,900. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.


Very truly yours,



Myriad CPA Group, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan.

 VP ADMINISTRATIVE SERVICES
Plan Administrator's Signature and Title

Date: 6-20-12



Trusted... since 1952

www.myriadcpa.com • inquiries@myriadcpa.com

May 30, 2012

Mr. James V. Haner
Big Rivers Corporation
201 Third Street
Henderson, KY 42420

We are pleased to confirm our understanding of the services we are to provide for the Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan for the year ended December 31, 2011 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

We will audit the Statement of Net Assets Available for Benefits of the Big Rivers' Electric Corporation Bargaining Employees' Thrift and 401-K Savings Plan as of December 31, 2011 and the related Statement of Changes in Net Assets Available for Benefits for the year then ended. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

- 1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
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- 3) Leases in Default or Classified as Uncollectible.
- 4) Reportable Transactions.
- 5) Nonexempt Transactions.
- 6) Delinquent Participant Contributions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

1310 Tutor Lane
Evansville, IN 47715
812 477 7990

300 First Street
Henderson, KY 42420
270 827 1577

1735 Frederica Street

Owensboro, KY 42301

270 691 8981

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

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CPAAI
CPA ASSOCIATES INTERNATIONAL

Member of CPA Associates International – an association of independent CPA firms.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments and certain other assets and liabilities by correspondence with financial institutions and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Management Responsibilities

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping, actuarial, or any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

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Witness: Billie J. Richert
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You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; and for the fair presentation in the financial statements of the net assets available for benefits and changes in net assets available for benefits of the plan in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare schedules and analyses and type all confirmations we request and will locate any invoices or other documents selected by us for testing.

The audit documentation for this engagement is the property of Myriad CPA Group, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Myriad CPA Group LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Mac Neel, III, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately July 23, 2012 and issue our report no later than August 31, 2012.

We estimate that our fees for these services will be \$7,900. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to the Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,




Myriad CPA Group, LLC

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Witness: Billie J. Richert
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RESPONSE:

This letter correctly sets forth the understanding of the Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan.

 VP ADMINISTRATIVE SERVICES
Plan Administrator's Signature and Title

Date: 6-20-12



Your Touchstone Energy® Cooperative 

VENDOR: NAVIGANT CONSULTING INC
98 SAN JACINTO
#900
AUSTIN, TX 78701

PURCHASE ORDER		
PURCHASE ORDER NO 211942	REVISION 0	PAGE 1
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

VENDOR NO 51895	DELIVER TO	DATE OF ORDER/BUYER 31-MAY-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (512) 493-5400

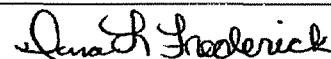
Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:


DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

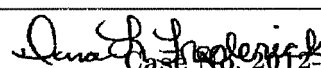


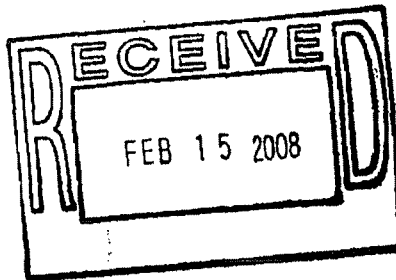


Your Touchstone Energy® Cooperative 

VENDOR: NAVIGANT CONSULTING INC
98 SAN JACINTO
#900
AUSTIN, TX 78701

PURCHASE ORDER		
PURCHASE ORDER NO 211942	REVISION 0	PAGE 2
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	NAVIGANT, WEBGADS SUBSCRIPTION FOR JUNE 2012 - MAY 2013 DELIVER TO: WRIGHT, JOY POWELL	01-JUN-12	1	EACH	\$ 3000.00	\$ 3,000.00
					TOTAL	\$ 3,000.00
					 Case NO. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 325 of 395	



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

Ralph A.

February 11, 2008

Carl F. Lyon, Jr.
(212) 506-5180
cflyon@orrick.com

PERSONAL & CONFIDENTIAL

Mr. William Blackburn
Chief Financial Officer
Big Rivers Electric Corporation
201 Third Street
P.O. Box 7024
Henderson, Kentucky 42420

Re: January Billings

Dear Bill:

Enclosed are two invoices for work performed through January 31, 2008 in connection with the Core Project and various other matters.

In setting billing rates this year, the firm reviewed studies by PriceWaterhouse Coopers and the Law Firm Advisory Group of Citigroup that indicated our rates were substantially below those of our peer firms. For this reason, we have instituted unusually large rate increases averaging about 12%. I am not comfortable passing the full increase on to my clients in one year; therefore, I have decided to discount our time this year by 5%. The enclosed bill reflects that discount.

Please contact me if you have any questions. Best regards.

Sincerely,

[Signature]
Carl F. Lyon, Jr.

Enclosure

William Blackburn 2-19-08



RECEIVED MAR 05 2007

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0003
tel: 212-506-5000
fax: 212-506-5153
WWW.ORRICK.COM

February 27, 2007

Carl F. Lyon
(212) 506-5180
cflyon@orrick.com

Michael Core
President & CEO
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, KY 42420

Re: Annual Billing Rate Adjustment

Dear Mike:

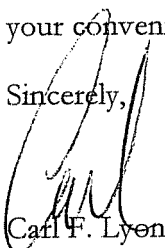
We would like to let you know that effective January 1, 2007, Orrick Herrington & Sutcliffe has increased its hourly billing rates. On the average, the rates will go up by approximately 7.5 percent.

Hourly rates for Orrick partners currently range from \$495 - \$755; they will rise to \$535 - \$820. For associates, the lower end of the range will increase from \$235 to \$250. At the upper end of the range, associate rates will increase from the current \$490 to \$535. (The hourly rates for certain associates will increase modestly again on October 1, when the firm makes its annual adjustments to seniority levels of its associate attorneys.)

We will continue to charge for disbursements in accordance with our standard Client Charges and Disbursements Policy, a copy of which is enclosed for your review.

We strive to provide exceptional, cost-effective services to our clients, and assure you that our rates will remain competitive. As always, I am available to discuss this or any other matter with you at your convenience.

Sincerely,



Carl F. Lyon

Enclosure

cc: C. William Blackburn (w/enc.)

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Witness: Billie J. Richert
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CLIENT CHARGES AND DISBURSEMENTS POLICY for OFFICES in the UNITED STATES - Effective January 1, 2007

Orrick, Herrington & Sutcliffe LLP bills clients for expenses and charges incurred on the client's behalf in the disbursements section of our invoices. Non-labor expenses incurred through use of external services are charged at the invoiced cost to the firm, and do not include non-client specific volume discounts offered to Orrick. Charges for in-house services are calculated with reference to internal labor costs and associated administrative costs, overhead, and materials. Our charges for disbursements made through offices in the United States are as follows:

Telephone Calls

Charges for long-distance calls, including credit card and third party calls, are based on Orrick's approximate cost. Clients are not charged for local calls.

Document Reproduction

Document reproduction, whether photocopied or printed, is charged at \$0.20 per black and white page and \$1.25 per color page.

Document Transmission

- **Facsimile:** Outgoing faxes are charged at \$1.75 per page, plus any long-distance calling cost.
- **United States Postal Service:** U.S. Postal Service expenses are charged at cost.
- **Courier:** Overnight courier services are charged at the rates charged to Orrick.
- **Messenger Service:** Hand deliveries are charged at the rates charged to Orrick.

Document Preparation

- **Word Processing:** The preparation and proofreading of standard legal documents is charged at \$50 per hour. The exception is work done at Orrick's Global Operations Center, which is charged at \$40 per hour. If it is necessary for a secretary (non-timekeeper) to perform such work after regular business hours, the client will also be subject to the overtime expense associated with such work.
- **Desktop Publishing:** Standard desktop publishing work involving nonstandard software and specially trained operators is charged at \$60 per hour. The creation of patent diagrams of simple or moderate complexity is charged at \$75 per hour. The creation of patent diagrams of a more complex nature is charged at \$100 per hour.
- **Edgarizing:** Manual conversion and Edgar coding of documents for electronic submission to the Securities and Exchange Commission is charged at \$50 per hour.
- **Reproduction of Deal Transcripts:** The fee charged varies based on the size of the binder used and the type of binding (*e.g.*, whether a leather bound volume is provided). If the transcripts are scanned onto a compact disc, there is a flat fee for the first compact disc produced and a lower flat fee for each additional disc produced. A specific price quotation will be provided upon request at the time such items are ordered.
- **CD-ROM Production:** For CD-ROM production other than Deal Transcripts, there is a flat fee of \$10 for each disc produced. Vendor CD-ROM production, including both materials and labor, is charged at cost.
- **Binding:** Velobinding, spiral binding, etc. is charged at \$3.50 per binding.

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert



CLIENT CHARGES AND DISBURSEMENTS POLICY for OFFICES in the UNITED STATES - Effective January 1, 2007

Word Processing Ancillary Services

The following pricing applies to ancillary word processing services. Other pricing may apply if the work is performed by a paralegal or member of our Litigation Support department whose time is chargeable by the hour.

- **Scanning, OCR, PDF Conversion:** at vendor invoice when performed by an outside vendor.
- **Image Printing/Blowback:** Printing from CD or scanned documents, including electronic numbering, is charged at 20¢ per page for black and white and \$1.25 per page for color.

Local Transportation

The client is charged for after hours local transportation costs to and/or from our office for lawyers and staff. This policy ensures safe commuting during evening hours, when a lawyer or support staff member is required to be in the office due to client work. Transportation such as taxi, car service, and rail service is charged at cost. When a personal car is used, mileage is charged at the IRS-sanctioned rate and parking and tolls are charged at cost.

Out-of-Town Travel

Travel costs for air and rail travel, car service, lodging, meals, car rental, gratuities, and other reasonable items associated with travel are charged at cost. Specific policies include:

- **Air Travel:** Firm lawyers fly in accordance with the client's policies and preferences, provided that such a policy has been communicated to us. In the absence of such a policy, travelers generally fly coach domestically and business class internationally, unless otherwise agreed with the client.
- **Lodging:** Lodging is charged at cost.

Meals

Business meals with the client are charged at cost. When client requirements dictate that overtime, weekend, or holiday work be performed, lawyer, paralegal, and staff meals are charged to the client at cost.

Other Third Party Disbursements

Third party disbursements, including filing fees, expert witness fees, professional fees, local counsel fees, and court fees that are incurred by the firm on behalf of clients are charged at cost.

Research Services

Research performed by our in-house Research Librarians is charged to clients at rates of between \$150 and \$185 per hour. Charges for Lexis and Westlaw are based on retail rates that do not include non-client specific volume discounts offered to Orrick. Use of fee based internet research services other than Lexis and Westlaw is charged at Orrick's cost. There is no separate charge for free internet research, including SEC filing retrievals.

International Offices

Disbursements made on behalf of clients in our offices outside of the United States will be billed according to the Client Charges and Disbursement Policy for those offices.



ENTERPRISE ASSET OPTIMIZATION

<http://www.PowerCosts.com>

Corporate Headquarters:

3550 W. Robinson, Suite 200
Norman, OK 73072
Phone: 405-447-6933
Fax: 405-360-3713

Regional Office:

2500 CityWest Blvd., Suite 300
Houston, TX 77042
Phone: 713-626-3399
Fax: 713-626-8811

September 17, 2012

Lindsay N. Barron, CPA
Managing Director Energy Services
Big Rivers Electric Corporation
PO Box 24
Henderson, KY 42419

Subject: PCI Consulting for Big Rivers

Dear Lindsay:

Enclosed for your review is our PCI proposal to provide consulting to Big Rivers on MISO Market Operations.

Our PCI estimate is 1-2 man-weeks (10-20 K\$) to support this project. PCI will charge our standard T&M rates plus travel costs (See Attachment 1). Khai Le will be the principal investigator for this project (See Attachment 1).

If you have questions, please feel free to call me at 919-730-9899.

Regards,
Khai Le
Vice President, PCI
Email: Kle@powercosts.com
Ph: 919-730-9899 (Cell)

Accepted By:

Big Rivers Electric Corporation

Date

ATTACHMENT 1

PCI Consulting Rates

Position	PCI Engineers	PCI Rate (\$/Hr)
Vice President	Khai Le	\$300
Director		\$275
Project Manager Sr. Consultant Manager		\$250
Sr. Application Engineer Consultant		\$225
Application Engineer Sr. Analyst		\$200
Analyst		\$175



201 Third Street (42420)
P. O. Box 24
Henderson, KY 42419-0024
270- 827-2561
www.bigrivers.com

135,075

Interoffice Memorandum


To: Al Yockey
From: Bill Blackburn *Bill*
Date: November 3, 2011
RE: Consulting Agreement Between The Prime Group, LLC
And Sullivan, Mountjoy, Stainback & Miller, PSC

Please find attached for your files a copy of the Consulting Agreement between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC dated September 29, 2011. This agreement engages the consulting services of The Prime Group, LLC for work on the City of Henderson's Midwest ISO cost issue.

If you have any questions regarding this document, please let me know.

CWB/vk

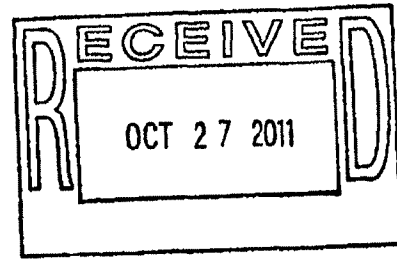
Attachment

Your Touchstone Energy[®] Cooperative 

2

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW



Ronald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Mary L. Moorhouse

October 26, 2011

Bill Blackburn
Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, KY 42419-0024

Re: The Prime Group

Dear Bill:

Enclosed is one counterpart of the consulting agreement I have signed with The Prime Group in connection with engagement of The Prime Group to work on the City of Henderson Midwest ISO cost issue.

Sincerely yours,

A handwritten signature in dark ink, appearing to be "Jm" or "James M. Miller" in a stylized script.

James M. Miller

JMM/ej
Enclosure

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 29th day of September, 2011, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on a Henderson Municipal Power & Light ("HMP&L") billing matter related to Big Rivers' membership in the Midwest Independent Transmission System Operator, Inc. ("Midwest ISO") and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties may agree from time to time. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2 COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3 TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4 INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

ARTICLE 5 LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT: James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC
6001 Claymont Village Drive
Suite 8
Crestwood, Kentucky 40014
Attention: Martin J. Blake, Principal

ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

ARTICLE 11 CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
 - (ii) oral disclosures of non-public information or data relating to the Services, or
 - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
 - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or

representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12 MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

THE PRIME GROUP, LLC

By: _____

Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: _____

Title: _____

TABLE A
COMPENSATION

Labor:	Project Manager/Senior Consultant	John Wolfram	\$175 per hour
	Principal	Marty Blake	\$200 per hour
	Principal & Senior Consultant	Steve Seelye	\$200 per hour
	Senior Associate	Dan Becher	\$175 per hour
	Consultant	Jeff Wernert	\$150 per hour

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc.



201 Third Street (42420)
P. O. Box 24
Henderson, KY 42419-0024
270- 827-2561
www.bigrivers.com

135.0.75.1

Interoffice Memorandum

To: Al Yockey
From: Bill Blackburn *Bill*
Date: January 11, 2012
RE: Demand Side Management Project
Agreement for Consulting Services
With The Prime Group, LLC

Please find attached the Agreement for Consulting Services between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC. This agreement provides for services in connection with Big Rivers' Demand Side Management Project.

If you have any questions regarding this agreement, please let us know.

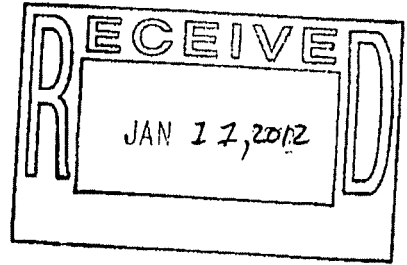
CWB/vk

Your 'Touchstone Energy' Cooperative 

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 341 of 395

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW



Ronald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Mary L. Moorhouse

January 10, 2012

Bill Blackburn
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, Kentucky 42419-0024

Re: Demand Side Management Project

Dear Bill:

Enclosed for your file is a copy of the Agreement for Consulting Services between our firm and The Prime Group, LLC, engaging it to provide services in connection with Big Rivers' demand side management project. Please call if you have any questions.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Jim" or "JMM", written over a horizontal line.

James M. Miller

JMM/ej
Enclosure

Telephone (270) 926-1000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 342 of 395

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 5th day of January, 2012, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on a Demand Side Management tariff matter and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties may agree from time to time. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2 COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3 TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4 INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

ARTICLE 5 LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person

or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT: James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC
6001 Claymont Village Drive
Suite 8
Crestwood, Kentucky 40014
Attention: Martin J. Blake, Principal

ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

ARTICLE 11 CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
 - (ii) oral disclosures of non-public information or data relating to the Services, or
 - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
 - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or

representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss or misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) an announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12 MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

THE PRIME GROUP, LLC

By: Martin Blase

Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: James M. Miller

Title: Shareholder

TABLE A

COMPENSATION

Labor:	Project Manager/Senior Consultant	John Wolfram	\$175 per hour
	Principal	Marty Blake	\$200 per hour
	Senior Associate	Dan Becher	\$175 per hour
	Consultant	Jeff Wernert	\$150 per hour

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc.



201 Third Street (42420)
P. O. Box 24
Henderson, KY 42419-0024
270- 827-2561
www.bigrivers.com

135.0.75.2

Interoffice Memorandum

To: Al Yockey
From: Vickie King *Viki*
CC: Eric Robeson
Date: February 6, 2012
RE: Agreement for Consulting Services for the Environmental Compliance Plan between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC (on behalf of Big Rivers Electric Corporation)

Please find attached an original of the Agreement for Consulting Services for the Environmental Compliance Plan between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC (on behalf of Big Rivers Electric Corporation). Effective date of this agreement is January 19, 2012.

If you have any questions regarding this document, please let me know.

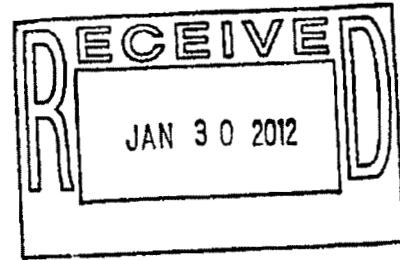
/vk

Attachment

Your Touchstone Energy® Cooperative 

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW



Ronald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Mary L. Moorhouse

January 24, 2012

Bill Blackburn
Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, Kentucky 42419-0024

Re: Environmental Compliance Plan

Dear Bill:

Enclosed for your file is an original counterpart of the Agreement for Consulting Services between our firm and The Prime Group, LLC, engaging it to provide services in connection with Big Rivers' environmental compliance plan and environmental surcharge. Please call if you have any questions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Jmm".

James M. Miller

JMM/ej
Enclosure

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Case No. 2012-02535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 351 of 395

**AGREEMENT
FOR
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 19th day of January, 2012, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

WITNESSETH:

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to the Environmental Compliance Plan and Environmental Surcharge, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 SERVICES TO BE PERFORMED

Consultant shall perform diligently and competently for Client the consulting services to which the parties may agree from time to time. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

ARTICLE 2 COMPENSATION

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

ARTICLE 3 TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

ARTICLE 4 INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

ARTICLE 5 LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

B. Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

C. Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person

or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT: James M. Miller
Sullivan, Mountjoy, Stainback & Miller, P.S.C.
100 St. Ann Street (42303)
P.O. Box 727 (42302)
Owensboro, KY
(270) 926-4000

And to

Albert M. Yockey
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC
6001 Claymont Village Drive
Suite 8
Crestwood, Kentucky 40014
Attention: Martin J. Blake, Principal

ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

ARTICLE 11 CONFIDENTIALITY

A. As used in this Agreement, "Confidential Information" shall mean

- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
- (ii) oral disclosures of non-public information or data relating to the Services, or
- (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:

- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
- ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or

representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

ARTICLE 12 MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

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

THE PRIME GROUP, LLC

By: Martin Blake

Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: James M. Walker

Title: Shareholder

TABLE A

COMPENSATION


Labor:	Project Manager/Senior Consultant	John Wolfram	\$175 per hour
	Principal	Marty Blake	\$200 per hour
	Senior Associate	Dan Becher	\$175 per hour
	Senior Consultant	Larry Feltner	\$150 per hour
	Consultant	Jeff Wernert	\$150 per hour

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc.



Your Touchstone Energy® Cooperative 

**VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260	REVISION 1	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 06-MAR-12 Frederick, Dana Leigh	REVISED DATE/BUYER 08-AUG-12 Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM


A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED

Dana Frederick



Your Touchstone Energy® Cooperative 

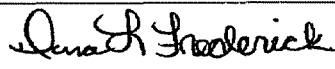
VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260	REVISION 1	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL <div>\$ 110,000.00</div>
						



Your Touchstone Energy® Cooperative 

**VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-1	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 05-APR-12 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 361 of 395



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-1	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011.		14300	EACH	\$ 1.00	\$ 14,300.00
					TOTAL	\$ 14,300.00
					Case No. 2012-00535 Attachment for Response to PSC T-45 Witness: Billie J. Richert Page 362 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-2	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 03-MAY-12 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGHIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-2	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011.		18341	EACH	\$ 1.00	\$ 18,341.00
					TOTAL	\$ 18,341.00

Case No. 2012-00535
 Attachment for Response to PSC I-45
 Witness: Billie J. Richert
 Page 364 of 395



Your Touchstone Energy® Cooperative 

VENDOR:

SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-3	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 18-JUN-12 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-3	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011.		25870.5	EACH	\$ 1.00	\$ 25,870.50
					TOTAL	\$ 25,870.50
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 366 of 395	



Your Touchstone Energy® Cooperative 

VENDOR: **SARGENT AND LUNDY LLC**
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-4	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 17-JUL-12 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000


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 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-4	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011.		16161.21	EACH	\$ 1.00	\$ 16,161.21
					TOTAL	\$ 16,161.21
					Case No. 2012-00535 Attachment for Response to PSC I-45 Witness: Billie J. Richert Page 368 of 395	



Your Touchstone Energy® Cooperative 

**VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-5	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 24-AUG-12 King, Vickie	REVISED DATE/BUYER King, Vickie
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6152	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000


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DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-5	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011.		3429	EACH	\$ 1.00	\$ 3,429.00
					TOTAL	\$ 3,429.00

Case No. 2012-00535
 Attachment for Response to PSC 1-45
 Witness: Billie J. Richert
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Your Touchstone Energy® Cooperative 

VENDOR: **SARGENT AND LUNDY LLC**
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-6	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 39288	DELIVER TO	DATE OF ORDER/BUYER 13-SEP-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA BEST WAY POSSIBLE	VENDOR CONTACT/TELEPHONE (312) 269-2000


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SARGENT AND LUNDY LLC
55 EAST MONROE ST
CHICAGO, IL 60603-5780

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 210260-6	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	TO PROVIDE WITNESS TESTIMONY PER 2/17/12 PROPOSAL FOR EMISSION CONTROL EQUIPMENT REQUIRED TO MEET THE REGULATORY REQUIREMENTS ISSUED BY THE EPA IN 2011. DELIVER TO: WRIGHT, JOY POWELL	13-SEP-12	25436.78	EACH	\$ 1.00	\$ 25,436.78
					TOTAL	\$ 25,436.78
					Case No. 2012-00535	

Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 372 of 395



Your Touchstone Energy® Cooperative 

**VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211799	REVISION 1	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 70141	DELIVER TO	DATE OF ORDER/BUYER 18-MAY-12 Toerne, Robert Frank	REVISED DATE/BUYER 10-SEP-12 Toerne, Robert Frank
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6029 888-268-6219	F.O.B DESTINATION
FREIGHT TERMS Prepaid		SHIP VIA	VENDOR CONTACT/TELEPHONE (513) 792-7200

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


QUOTED BY CHRISTIAN WHITAKER

A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211799-1	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 70141	DELIVER TO	DATE OF ORDER/BUYER 31-JUL-12 Wright, Joy Powell	REVISED DATE/BUYER Wright, Joy Powell
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6188	F.O.B DESTINATION
FREIGHT TERMS Prepaid		SHIP VIA	VENDOR CONTACT/TELEPHONE (513) 792-7200

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUOTED BY CHRISTIAN WHITAKER

	TOTAL	CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211799-1	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	RATE CASE SUPPORT AT THE DIRECTION OF ERIC ROBESON WITH AS ESTIMATED COST TO BE \$30,000 DELIVER TO: WRIGHT, JOY POWELL	31-JUL-12	7993.13	EACH	\$ 1.00	\$ 7,993.13

TOTAL \$ 7,993.13


Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

Page 376 of 395



Your Touchstone Energy® Cooperative 

VENDOR: **SIEMENS INDUSTRY INC**
10270 ALLIANCE RD
CINCINNATI, OH 45242

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211799-2	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 70141	DELIVER TO	DATE OF ORDER/BUYER 11-SEP-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS Prepaid		SHIP VIA	VENDOR CONTACT/TELEPHONE (513) 792-7200


Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUOTED BY CHRISTIAN WHITAKER

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
211799-2

REVISION
0

PAGE
2

SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	RATE CASE SUPPORT AT THE DIRECTION OF ERIC ROBESON WITH AS ESTIMATED COST TO BE \$30,000		11613.12	EACH	\$ 1.00	\$ 11,613.12
					TOTAL	\$ 11,613.12
					Case No. 2012-00535	



Your Touchstone Energy® Cooperative 

**VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242**

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 211799-3	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 70141	DELIVER TO	DATE OF ORDER/BUYER 11-SEP-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS Prepaid		SHIP VIA	VENDOR CONTACT/TELEPHONE (513) 792-7200
Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order QUOTED BY CHRISTIAN WHITAKER			
			TOTAL CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: SIEMENS INDUSTRY INC
10270 ALLIANCE RD
CINCINNATI, OH 45242

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 211799-3	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	RATE CASE SUPPORT AT THE DIRECTION OF ERIC ROBESON WITH AS ESTIMATED COST TO BE \$30,000		80569.89	EACH	\$ 1.00	\$ 80,569.89

TOTAL \$ 80,569.89

Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

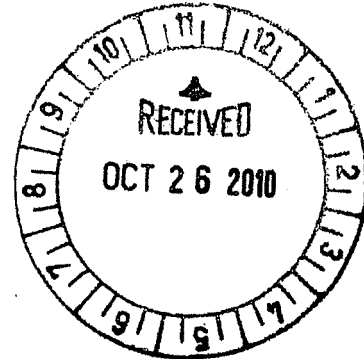
Page 380 of 395

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC
ATTORNEYS AT LAW

Ronald M. Sullivan
Jesse T. Mountjoy
Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Susan Montalvo-Gesser

October 25, 2010

pts
Mark A. Bailey
President/CEO
Big Rivers Electric Corporation
201 Third Street, P.O. Box 24
Henderson, Kentucky 42419-0024



Re: Rates for Professional Services

Dear Mark:

The board of directors of our firm recently adopted changes to our rates for professional services effective January 1, 2011. A copy of the revised rate schedule, which also contains a comparison to our existing rates, is attached. Our last firm rate increase was effective March 1, 2008, and was effective as to Big Rivers on and after April 1, 2008.

The terms of our Engagement Agreement with Big Rivers require that we obtain permission of the Big Rivers' board of directors to raise our rates under that agreement. I request that you place on the agenda for the next Big Rivers' board meeting the request of our firm to raise our rates as indicated, which I propose to be effective for professional services rendered by our firm to Big Rivers on and after January 1, 2011. We would appreciate it if you would treat our fee schedule as confidential.

Sincerely yours,

James M. Miller

JMM/ej
Enclosure

cc: William Denton

Telephone (270) 926-4000
Telecopier (270) 683-6694

100 St. Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Case No. 2012-00535
Attachment for Response to PSC 1-45
Witness: Billie J. Richert
Page 381 of 395

SULLIVAN , MOUNTJOY, STAINBACK & MILLER, P.S.C.


FEE SCHEDULE

<u>CATEGORY/ YEARS OF PRACTICE</u>	<u>RATE 3/1/08</u>	<u>RATES 1/1/11</u>
Over 19 years	\$180	\$190
11 to 19	\$165	\$175
6 to 10 years	\$150	\$160
Partners 5 years practice or under	\$145	\$155
Associates with 6 to 10 years practice	\$140	\$150
Associates with more than 2 & less than 6 years	\$130	\$140
Associates with less than 2 years	\$115	\$125
Paralegals	\$ 70	\$ 75
Law Clerks	\$ 70	\$ 75

SPECIALTY RATES

Fed Ct. Litigation	\$190	\$170--\$220
Tax, Est., and Corp. Plg	\$200	\$170--\$220
Public Utility	\$200	\$170--\$220
Bankruptcy, Fore- closures & Commercial Transactions	\$200	\$170--\$220
Environmental	\$185	\$170--\$205
Employment Law	\$185	\$170--\$200



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 03-FEB-12 Frederick, Dana Leigh	REVISED DATE/BUYER Frederick, Dana Leigh
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6139 888-514-3178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order


QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

Dana Frederick



Your Touchstone Energy® Cooperative 

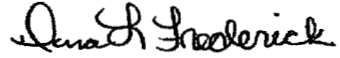
VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 209562	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
						TOTAL \$ 126,000.00
						



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-1	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 10-APR-12 Harwood, Barbara Jo	REVISED DATE/BUYER Harwood, Barbara Jo
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800


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FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-1	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVERY AND ANALYSIS FOR MEMBER COOPS		25914	EACH	\$ 1.00	\$ 25,914.00

TOTAL \$ 25,914.00


Case No. 2012-00535

Attachment for Response to PSC 1-45

Witness: Billie J. Richert

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Your Touchstone Energy® Cooperative 

VENDOR: **TSE SERVICES INC**
5234 GREENS DAIRY
RALEIGH, NC 27616

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-2	REVISION 0	PAGE 1
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 12-APR-12 Harwood, Barbara Jo	REVISED DATE/BUYER Harwood, Barbara Jo
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800

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QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
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 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616

BLANKET PURCHASE ORDER


PURCHASE ORDER NO 209562-2	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVEY AND ANALYSIS FOR MEMBER COOPS		16500	EACH	\$ 1.00	\$ 16,500.00
					TOTAL	\$ 16,500.00



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER		
PURCHASE ORDER NO 209562-3	REVISION 0	PAGE 1
SHIP TO: 201 Third Street Henderson, KY 42420		
BILL TO: 201 Third Street Henderson, KY 42420		


VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 19-JUL-12 Harwood, Barbara Jo	REVISED DATE/BUYER Harwood, Barbara Jo
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
 FAX (888) 514-3178
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

	TOTAL	CONTINUED



Your Touchstone Energy® Cooperative 

VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-3	REVISION 0	PAGE 2
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SHIP TO:
 201 Third Street
 Henderson, KY 42420

BILL TO:
 201 Third Street
 Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVEY AND ANALYSIS FOR MEMBER COOPS	26-JUL-12	24414	EACH	\$ 1.00	\$ 24,414.00
					TOTAL	\$ 24,414.00
					Case No. 2012-00535 Attachment for Response to PSC 1-45 Witness: Billie J. Richert Page 390 of 395	



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-4	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 02-OCT-12 Slaughter, Linda Sue	REVISED DATE/BUYER Slaughter, Linda Sue
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6015	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO
209562-4

REVISION
0

PAGE
2

SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVERY AND ANALYSIS FOR MEMBER COOPS DELIVER TO: POGUE, RUSSELL LEE		24414	EACH	\$ 1.00	\$ 24,414.00
					TOTAL	\$ 24,414.00
					<p>Case No. 2012-00535</p>	



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-5	REVISION 0	PAGE 1
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

VENDOR NO 81197	DELIVER TO	DATE OF ORDER/BUYER 09-JAN-13 Harwood, Barbara Jo	REVISED DATE/BUYER Harwood, Barbara Jo
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-6178	F.O.B DESTINATION
FREIGHT TERMS ALLOWED/INCLUDED		SHIP VIA	VENDOR CONTACT/TELEPHONE (919) 872-0800

Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139
FAX (888) 514-3178
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED



Your Touchstone Energy® Cooperative 

**VENDOR: TSE SERVICES INC
5234 GREENS DAIRY
RALEIGH, NC 27616**

BLANKET PURCHASE ORDER

PURCHASE ORDER NO 209562-5	REVISION 0	PAGE 2
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SHIP TO:
201 Third Street
Henderson, KY 42420

BILL TO:
201 Third Street
Henderson, KY 42420

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DT	QTY	UNIT	UNIT PRICE	EXTENSION
1.1	BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVEY AND ANALYSIS FOR MEMBER COOPS	16-JAN-13	24414	EACH	\$ 1.00	\$ 24,414.00
					TOTAL	\$ 24,414.00

BIG RIVERS ELECTRIC CORPORATION

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES
CASE NO. 2012-00535**

**Response to the Commission Staff's
Initial Request for Information
dated December 21, 2012**

January 29, 2013

1 *Item 46) Provide a detailed analysis of expenses incurred for*
2 *professional services during the most recent 12-month period for which*
3 *information is available at the time the application is filed, as shown in*
4 *Schedule 10, and all workpapers supporting the analysis. At a minimum,*
5 *the workpapers should show the payee, dollar amount, reference (i.e.,*
6 *voucher no., etc.), account charged, hourly rates and time charged to the*
7 *company according to each invoice, and a description of the services*
8 *provided.*

9
10 **Response)** Please see the attached schedule, detailing the \$2,552,176 of
11 professional services for the twelve month period ending November 30, 2012. This
12 amount excludes this rate case. Also, for the workpapers supporting this analysis,
13 please see the CD accompanying these responses.

14
15
16 **Witness)** Billie J. Richert
17

Big Rivers Electric Corporation
Case No. 2012-00535
Professional Services Expenses
For the Most Recent 12-Month Period (December 2011 through November 2012)
Schedule 10

Line No.	Item (a)	Rate Case ¹ (b)	Annual Audit (c)	Other (d)	Total (e)
1	Legal	\$ 300,144	\$ 1,771	\$ 1,095,780	\$ 1,397,695
2	Engineering	\$ 40,109	\$ -	\$ 124,476	\$ 164,585
3	Accounting	\$ -	\$ 163,320	\$ 43,559	\$ 206,879
4	Other	\$ 29,700	\$ -	\$ 753,317	\$ 783,017
5	Total	\$ 369,953	\$ 165,091	\$ 2,017,132	\$ 2,552,176

¹ Excluding expenses incurred for this rate case. For detail of the actual costs incurred to date in conjunction with this rate case and an itemized estimate of total costs to be incurred for this case, refer to Item 54(b) and 54(c).

BIG RIVERS ELECTRIC CORPORATION
APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES
CASE NO. 2012-00535

Response to the Commission Staff's
Initial Request for Information
dated December 21, 2012

January 29, 2013

- 1 Item 47) *Provide the following information. If any amounts were*
2 *allocated, show a calculation of the factor used to allocate each amount.*
3
4 *a. A detailed analysis of charges booked for advertising*
5 *expenditures during the most recent 12-month period for*
6 *which information is available at the time the application*
7 *is filed. Include a complete breakdown of Account No. 913 –*
8 *Advertising Expenses, and any other advertising*
9 *expenditures included in any other expense accounts, as*
10 *shown in Schedule 11. The analysis should specify the*
11 *purpose of the expenditure and the expected benefit to be*
12 *derived.*
13 *b. An analysis of Account No. 930 - Miscellaneous General*
14 *Expenses for the most recent 12-month period for which*
15 *information is available at the time the application is filed.*
16 *Include a complete breakdown of this account as shown in*
17 *Schedule 12 and provide detailed workpapers supporting*
18 *this analysis. At a minimum, the analysis should show the*
19 *date, vendor, reference (i.e., voucher no., etc.), dollar*
20 *amount, and brief description of each expenditure of \$500*
21 *or more, provided that lesser items are grouped by classes*
22 *as shown in Schedule 12.*

BIG RIVERS ELECTRIC CORPORATION
APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES
CASE NO. 2012-00535

Response to the Commission Staff's
Initial Request for Information
dated December 21, 2012

January 29, 2013

1 c. *An analysis of Account No. 426 - Other Income Deductions*
2 *for the most recent 12-month period for which information*
3 *is available at the time the application is filed. Include a*
4 *complete breakdown of this account as show in Schedule*
5 *13, and provide detailed workpapers supporting this*
6 *analysis. At a minimum, the analysis should show the date,*
7 *vendor, reference (i.e., voucher no., etc.), dollar amount,*
8 *and brief description of each expenditure of \$500 or more,*
9 *provided that lesser items are grouped by classes as shown*
10 *in Schedule 13.*

11
12 **Response)**

- 13 a. Please see the attached schedules for the advertising expenditures
14 posted to Account No. 913 – Advertising Expenses, and those
15 expenditures posted to other expense accounts. The workpapers
16 supporting this analysis are also attached.
- 17 b. Please see the attached schedules for an analysis of Account No.
18 930 – Miscellaneous General Expenses and those expenditures
19 posted to Account No. 426 – Other Income and Deductions. The
20 workpapers supporting this analysis are also attached.
- 21 c. Please see the attached schedules for an analysis of Account No.
22 426 – Other Income and Deductions, and those amounts posted to

BIG RIVERS ELECTRIC CORPORATION
APPLICATION OF BIG RIVERS ELECTRIC CORPORATION
FOR A GENERAL ADJUSTMENT IN RATES
CASE NO. 2012-00535

Response to the Commission Staff's
Initial Request for Information
dated December 21, 2012

January 29, 2013

1 Account No. 921 – Operating Supplies and Expenses and to
2 Account No. 930 – Miscellaneous General Expenses. The
3 workpapers supporting this analysis are also attached.
4
5

6 **Witness)** Billie J. Richert
7

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Advertising Expenses
(Including Account 913)
For the Twelve Months Ended November 30, 2012

Schedule 11

Line No.	Item (a)	Sales or Promotional Advertising (b)	Institutional Advertising (c)	Conservation Advertising (d)	Rate Case (e)	Other (f)	Total (g)
1	Newspaper	\$ 834	\$ -	\$ 27,337	\$ -	\$ -	\$ 28,171
2	Magazines and Others	\$ 131,412	\$ (31)	\$ 75,271	\$ -	\$ -	\$ 206,652
3	Television	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Radio	\$ -	\$ -	\$ 94,329	\$ -	\$ -	\$ 94,329
5	Direct Mail	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ 250
6	Sales Aids	\$ -	\$ -	\$ 4,537	\$ -	\$ -	\$ 4,537
7	Total	\$ 132,246	\$ (31)	\$ 201,724	\$ -	\$ -	\$ 333,939
8	Amount Assigned to Kentucky Jurisdictional	\$ 132,246	\$ (31)	\$ 201,724	\$ -	\$ -	\$ 333,939

Note: Specify the purposes of the expenditures and the expected benefit to be derived.

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Schedule 12

Line No.	Item (a)	Amount (b)
1	Industry Association Dues	\$ 694,597
2	Stockholder and Debt Servicing Expenses	\$ 441,848
3	Institutional Advertising	\$ 163,481
4	Conservation Advertising	\$ -
5	Rate Department Load Studies	\$ -
6	Director's Fees and Expenses	\$ 202,901
7	Dues and Subscriptions	\$ -
8	Miscellaneous	\$ 593,001
9	Total	\$ 2,095,828
10	Amount Assigned to Kentucky Jurisdictional	2,095,828

Note: Include detailed workpapers supporting this analysis. Expenditures under \$500 are to grouped by the classes shown.

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

	Industry Assoc Dues	Directors Fees & Expenses	Misc-General Plant Property Tax	Misc- Insurance	Bank Services	Misc	Total
Dec-11	\$ 69,183.20	\$ 27,632.19	\$ 60,390.07	\$ 2,751.21	\$ 17,465.65	\$ 301.31	\$ 177,723.63
Jan-12	\$ 4,383.33	\$ 12,853.28	\$ 54,780.06	\$ 3,257.72	\$ 46,454.16	\$ 288.74	\$ 122,017.29
Feb-12	\$ 25,113.83	\$ 14,142.01	\$ 51,415.00	\$ 3,514.72	\$ 53,630.03	\$ (220.44)	\$ 147,595.15
Mar-12	\$ 81,683.20	\$ 23,097.79	\$ 51,415.00	\$ 3,254.14	\$ 18,941.35	\$ 51.64	\$ 178,443.12
Apr-12	\$ 14,633.33	\$ 18,586.74	\$ 51,415.00	\$ 3,254.14	\$ 48,338.13	\$ 2,109.39	\$ 138,336.73
May-12	\$ 4,383.33	\$ 7,686.85	\$ 51,415.00	\$ 3,254.14	\$ 40,534.62	\$ 150.00	\$ 107,423.94
Jun-12	\$ 382,099.90	\$ 12,520.56	\$ 51,415.00	\$ 3,282.31	\$ 47,465.65		\$ 496,783.42
Jul-12	\$ 4,383.33	\$ 21,543.83	\$ 35,722.00	\$ 3,272.27	\$ 53,798.68	\$ 416.97	\$ 119,137.08
Aug-12	\$ 4,383.33	\$ 14,329.79	\$ 35,722.00	\$ 3,272.27	\$ 51,688.03		\$ 109,395.42
Sep-12	\$ 69,183.20	\$ 13,012.94	\$ 35,722.00	\$ 3,272.27	\$ 46,921.43	\$ 97.18	\$ 168,209.02
Oct-12	\$ 30,783.33	\$ 22,668.19	\$ 35,722.00	\$ 3,272.27	\$ (15,499.96)	\$ (84.53)	\$ 76,861.30
Nov-12	\$ 4,383.33	\$ 14,827.02	\$ 35,722.00	\$ 3,272.27	\$ 32,110.37	\$ 105.81	\$ 90,420.80
	\$ 694,596.64	\$ 202,901.19	\$ 550,855.13	\$ 38,929.73	\$ 441,848.14	\$ 3,216.07	\$ 1,932,346.90
Rounded	\$ 694,597.00	\$ 202,901.00	\$ 550,855.00	\$ 38,930.00	\$ 441,848.00	\$ 3,216.00	\$ 1,932,347.00

Rounded
\$ 1,932,347.00

General Ledger Activity				Institutional Advertising
93010000 - 93011200		93020000 - 93014000		
01-11/12	\$ 160,180.82	01-11/12	\$ 1,799,149.57	
12/11	\$ 3,200.00	12/11	\$ 177,723.63	
	\$ 163,380.82		\$ 1,976,873.20	
s/b 93010000	\$ 100.00	s/b 42640000	\$ (44,526.30)	
	\$ 163,480.82		\$ 1,932,346.90	\$ 2,095,827.72

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
Industry Assoc Dues					
12/11	NERC	13130	\$ 64,799.87		
12/11	National Renewables Coop Org	12/1944-IN	\$ 4,383.33	\$ 69,183.20	
01/12	National Renewables Coop Org	12/1969-IN	\$ 4,383.33	\$ 4,383.33	
02/12	National G & T Managers Association	003385	\$ 617.50		
02/12	National Renewables Coop Org	12/1999-IN	\$ 4,383.33		
02/12	North American Transmission Forum	1155	\$ 20,113.00	\$ 25,113.83	
03/12	NERC	13881	\$ 64,799.87		
03/12	Kentucky Association of Electric Coops	11484176	\$ 12,500.00		
03/12	National Renewables Coop Org	12-2025-IN	\$ 4,383.33	\$ 81,683.20	
04/12	Kentucky Association of Electric Coops	11489103	\$ 10,250.00		
04/12	National Renewables Coop Org	12/2052-IN	\$ 4,383.33	\$ 14,633.33	
05/12	National Renewables Coop Org	12/2078-IN	\$ 4,383.33	\$ 4,383.33	
06/12	NERC	14168	\$ 64,799.87		
06/12	NRECA	851082	\$ 312,916.70		
06/12	National Renewables Coop Org	12/2103-IN	\$ 4,383.33	\$ 382,099.90	

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

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Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
07/12	National Renewables Coop Org	12/2128-IN	\$ 4,383.33	\$ 4,383.33	
08/12	National Renewables Coop Org	12/2154-IN	\$ 4,383.33	\$ 4,383.33	
09/12	NERC	14554	\$ 64,799.87		
09/12	National Renewables Coop Org	12/2179-IN	\$ 4,383.33	\$ 69,183.20	
10/12	Kentucky Association of Electric Coops	11500096	\$ 12,500.00		
10/12	National Renewables Coop Org	12/2204-IN	\$ 4,383.33		
10/12	Kentucky Association of Electric Coops	J200-pwc-1012	\$ 12,500.00		
10/12	Paducah Chamber	J200-pwc-1012	\$ 1,100.00	\$ 30,483.33	
11/12	Kentucky Association of Electric Coops	11494506	\$ 12,500.00		
11/12	National Renewables Coop Org	12-2229-IN	\$ 4,383.33		
11/12	Northwest Kentucky	001162	\$ 300.00		
11/12	Paducah Chamber	11650	\$ 1,100.00		
11/12	Kentucky Association of Electric Coops	REVJ200-pwc-1012	\$ (12,500.00)		
11/12	Paducah Chamber	REVJ200-pwc-1012	\$ (1,100.00)	\$ 4,683.33	

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
Directors Fees & Expenses					
12/11	Bill Denton	Board Mtg/KAEC	\$ 2,936.78		
12/11	Bearden, Lee	KAEC Meeting No	\$ 1,700.16		
12/11	Elder, Larry F	KAEC Meeting No	\$ 2,728.25		
12/11	Elliott, Wayne	Board Meeting D	\$ 1,514.54		
12/11	Elliott, Wayne	KAEC Meeting No	\$ 2,817.22		
12/11	Sills/Dr James	Board Mtg Dec-1	\$ 1,742.95		
12/11	Sills/Dr James	KAEL Mtg Nov-11	\$ 1,080.80		
12/11	Butler, Paul Edd	Board Mtg/KAEC	\$ 2,563.93		
12/11	J and B Catering	7608	\$ 133.56		
12/11	Kentucky Association of Electrical Coops	11482397	\$ 610.00		
12/11	Kentucky Association of Electrical Coops	11482498	\$ 758.70		
12/11	Accrual-Elliott	J231-kec-1211	\$ 119.61		
12/11	Accrual-Bearden	J232-kec-1211	\$ 1,234.47		
12/11	Accrual-Butler	J232-kec-1211	\$ 2,284.07		
12/11	Accrual-Denton	J232-kec-1211	\$ 1,856.30		
12/11	Accrual-Elder	J232-kec-1211	\$ 1,294.86		

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

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Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month		Vendor	Invoice #	Amount	Subtotal	Notes
Booked						
12/11	Accrual-Sills		J232-kec-1211	\$ 2,255.99	\$ 27,632.19	
01/12	Bill Denton		Board Meeting J	\$ 2,074.59		
01/12	Bearden, Lee		Board Meeting J	\$ 1,545.22		
01/12	Elder, Larry F		Board Meeting J	\$ 2,092.39		
01/12	Elliott, Wayne		Board Meeting J	\$ 2,125.82		
01/12	Sills/Dr James		Board Meeting J	\$ 2,137.95		
01/12	Butler, Paul Edd		Board Meeting J	\$ 2,163.21		
01/12	Corporate Payment Systems		203655-668 Mitchell	\$ 119.61		
01/12	Corporate Payment Systems		203655-Bearden	\$ 1,234.47		
01/12	Corporate Payment Systems		203655-Butler 1	\$ 1,550.08		
01/12	Corporate Payment Systems		203655-Denton 1	\$ 1,856.30		
01/12	Corporate Payment Systems		203655-Elder 12	\$ 279.18		
01/12	Corporate Payment Systems		203655-Sills 11	\$ 1,078.07		
01/12	Corporate Payment Systems		203655-Sills 12	\$ 431.86		
01/12	Corporate Payment Systems		208807-20 Mitchell	\$ 657.18		
01/12	Corporate Payment Systems		208807-Butler 1	\$ 733.99		
01/12	Corporate Payment Systems		208807-Elder 12	\$ 1,015.68		

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

Page 6 of 31

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
01/12	Corporate Payment Systems	208807-Sills 11	\$ 328.35		
01/12	Corporate Payment Systems	208807-Sills 12	\$ 417.71		
01/12	Gene's Restaurant	079637	\$ 56.92		
01/12	Reverse Accrual-Elliott	REVJ231-kec-1211	\$ (119.61)		
01/12	Reverse Accrual-Bearden	REVJ232-kec-1211	\$ (1,234.47)		
01/12	Reverse Accrual-Butler	REVJ232-kec-1211	\$ (2,284.07)		
01/12	Reverse Accrual-Denton	REVJ232-kec-1211	\$ (1,856.30)		
01/12	Reverse Accrual-Elder	REVJ232-kec-1211	\$ (1,294.86)		
01/12	Reverse Accrual-Sills	REVJ232-kec-1211	\$ (2,255.99)	\$ 12,853.28	
02/12	Bill Denton	Board Mtg/Aces/	\$ 4,514.37		
02/12	Bearden, Lee	Board Meeting F	\$ 1,499.60		
02/12	Elder, Larry F	Board Meeting F	\$ 1,346.59		
02/12	Elder, Larry F	Directors Conf	\$ 1,994.60		
02/12	Elliott, Wayne	Board Meeting F	\$ 1,522.32		
02/12	Sills/Dr James	Board Mtg Feb-1	\$ 1,537.85		
02/12	Butler, Paul Edd	Board Mtg Feb-1	\$ 1,363.21		
02/12	Corporate Payment Systems	208807-65 Mitchell	\$ 298.28		

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

Page 7 of 31

Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
02/12	Gene's Restaurant	079504	\$ 65.19	\$ 14,142.01	
03/12	Bill Denton	ACES Energy For	\$ 2,799.28		
03/12	Bearden, Lee	Board Mtg. Mar-	\$ 1,455.65		
03/12	Bearden, Lee	NRECA Mtg. Mar-	\$ 4,365.62		
03/12	Elder, Larry F	KAEC/Board Mtg	\$ 1,739.11		
03/12	Elliott, Wayne	Board Mtg Mar-1	\$ 1,507.82		
03/12	Elliott, Wayne	KAEC Leg. Rally	\$ 948.32		
03/12	Elliott, Wayne	NRECA Mtg. Mar-	\$ 4,466.47		
03/12	Sills/Dr James	Board Meeting M	\$ 1,537.85		
03/12	Sills/Dr James	NRECA Mtg. Mar-	\$ 2,119.44		
03/12	Butler, Paul Edd	Board Meeting M	\$ 1,363.21		
03/12	Butler, Paul Edd	NRECA Meeting M	\$ 2,229.78		
03/12	Corporate Payment Systems	208807-Bearden	\$ 750.00		
03/12	Corporate Payment Systems	208807-Butler 1	\$ 890.24		
03/12	Corporate Payment Systems	208807-Denton 2	\$ 725.00		
03/12	Reimbursement for Sills/Dr James	J090-mjm-0312	\$ (700.00)		
03/12	Reimbursement for Elder, Larry F	J090-mjm-0312	\$ (700.00)		

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

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Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
03/12	Reimbursement for Bearden, Lee	J090-mjm-0312	\$ (600.00)		
03/12	Reimbursement for Butler, Paul Edd	J090-mjm-0312	\$ (600.00)		
03/12	Reimbursement for Bll Denton	J090-mjm-0312	\$ (600.00)		
03/12	Reimbursement for Elliott, Wayne	J090-mjm-0312	\$ (600.00)	\$ 23,097.79	
04/12	Bill Denton	Board Meeting A	\$ 2,080.14		
04/12	Bearden, Lee	Board Meeting A	\$ 2,143.55		
04/12	Elder, Larry F	Board Meeting A	\$ 2,077.23		
04/12	Elliott, Wayne	Board Meeting A	\$ 2,125.82		
04/12	Sills/Dr James	Board Meeting A	\$ 2,137.85		
04/12	Butler, Paul Edd	Board Meeting A	\$ 2,163.21		
04/12	Corporate Payment Systems	208807-Bearden	\$ 298.28		
04/12	Corporate Payment Systems	208807-Butler 0	\$ 1,413.80		
04/12	Corporate Payment Systems	208807-Butler 4	\$ 445.37		
04/12	Corporate Payment Systems	208807-Elder 02	\$ 17.14		
04/12	Corporate Payment Systems	208807-Elder 03	\$ 128.29		
04/12	Corporate Payment Systems	208807-Sills 01	\$ 890.24		
04/12	Corporate Payment Systems	208807-Sills 02	\$ 408.52		

Case No. 2012-00535

Attachment for Reponse to PSC 1-47b [Workpapers]

Witness: Billie J. Richert

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Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month						
Booked	Vendor	Invoice #	Amount	Subtotal	Notes	
04/12	Corporate Payment Systems	208807-Sills 03	\$ 1,122.65			
04/12	Corporate Payment Systems	208807-Sills 04	\$ 445.37			
04/12	J and B Catering	7069	\$ 72.56			
04/12	Meade County RECC	8430	\$ 464.26			
04/12	Meade County RECC	8434	\$ 152.46	\$ 18,586.74		
05/12	Bill Denton	Board Meeting M	\$ 1,734.82			
05/12	Bearden, Lee	Board Meeting M	\$ 1,312.19			
05/12	Elder, Larry F	Board Meeting M	\$ 950.59			
05/12	Elliott, Wayne	Board Meeting M	\$ 1,329.82			
05/12	Sills/Dr James	Board Meeting M	\$ 1,237.85			
05/12	Butler, Paul Edd	Board Meeting M	\$ 1,121.58	\$ 7,686.85		
06/12	Bearden, Lee	Board Meeting J	\$ 1,670.92			
06/12	Elder, Larry F	Board Meeting J	\$ 3,137.53			
06/12	Elliott, Wayne	Board Meeting J	\$ 3,682.37			
06/12	Sills/Dr James	Board Meeting J	\$ 1,737.85			
06/12	Butler, Paul Edd	Board Meeting J	\$ 1,563.21			
06/12	Gene's Restaurant	272322	\$ 64.78			

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Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month						
Booked	Vendor	Invoice #	Amount	Subtotal	Notes	
06/12	Accrual-Denton	J230-kec-0612	\$ 663.90	\$ 12,520.56		
07/12	Bill Denton	Board Meeting J	\$ 3,350.00			
07/12	Bearden, Lee	Board Meeting J	\$ 2,944.66			
07/12	Elder, Larry F	Board Meeting J	\$ 3,289.29			
07/12	Elliott, Wayne	Board Meeting J	\$ 3,498.26			
07/12	Sills/Dr James	Board Meeting J	\$ 3,615.55			
07/12	Corporate Payment Systems	Board Meeting J	\$ 2,763.21			
07/12	Corporate Payment Systems	208807-279 Mitchell	\$ 415.00			
07/12	Corporate Payment Systems	208807-Butler 5	\$ 110.24			
07/12	Corporate Payment Systems	208807-Butler 6	\$ (224.89)			
07/12	Corporate Payment Systems	208807-Elder 6	\$ 483.39			
07/12	Corporate Payment Systems	208807-Sills 5/	\$ 110.24			
07/12	Corporate Payment Systems	208807-Sills 6/	\$ (224.89)			
07/12	J and B Catering	7300	\$ 44.52			
07/12	Kentucky State Treasurer	01-AUG-2012 08:	\$ 2.67			Sales tax on J and B
07/12	Accrual-Butler	J231-kec-0712	\$ 530.24			
07/12	Accrual-Denton	J231-kec-0712	\$ 970.00			

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For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
07/12	Accrual-Sills	J231-kec-0712	\$ 530.24		
07/12	Reverse Accrual-Denton	REVJ230-kec-0612	\$ (663.90)	\$ 21,543.83	
08/12	Bill Denton	Board Meeting A	\$ 3,558.97		
08/12	Bearden, Lee	Board Meeting A	\$ 2,122.35		
08/12	Elder, Larry F	Board Meeting A	\$ 2,103.87		
08/12	Elliott, Wayne	Board Meeting A	\$ 2,296.59		
08/12	Sills/Dr James	Board Meeting A	\$ 2,137.95		
08/12	Butler, Paul Edd	Board Meeting A	\$ 1,963.21		
08/12	Corporate Payment Systems	208807-331 Mitchell	\$ 7.33		
08/12	Corporate Payment Systems	208807-Denton 7	\$ 970.00		
08/12	Gene's Restaurant	513520	\$ 81.10		
08/12	Gene's Restaurant	513537	\$ 58.42		
08/12	Accrual-Butler	J231-kec-0812	\$ 530.24		
08/12	Accrual-Sills	J231-kec-0812	\$ 530.24		
08/12	Reverse Accrual-Butler	REVJ231-kec-0712	\$ (530.24)		
08/12	Reverse Accrual-Denton	REVJ231-kec-0712	\$ (970.00)		
08/12	Reverse Accrual-Sills	REVJ231-kec-0712	\$ (530.24)	\$ 14,329.79	

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Account 930.2 Miscellaneous General Expenses

Month		Vendor	Invoice #	Amount	Subtotal	Notes
Booked						
09/12	Bill Denton		Board Meeting S	\$ 1,888.88		
09/12	Bearden, Lee		Board Meeting S	\$ 2,103.60		
09/12	Vescovi/Cindy		Annual Dinner 0	\$ 295.27		
09/12	Elder, Larry F		Board Meeting S	\$ 2,386.39		
09/12	Elliott, Wayne		Board Meeting S	\$ 2,122.57		
09/12	Sills/Dr James		Board Meeting S	\$ 2,246.73		
09/12	Butler, Paul Edd		Board Meeting S	\$ 1,963.21		
09/12	Corporate Payment Systems		208807-367 Mitchell	\$ 6.29		
09/12	Accrual-Butler		J231-kec-0912	\$ 530.24		
09/12	Accrual-Sills		J231-kec-0912	\$ 530.24		
09/12	Reverse Accrual-Butler		REVJ231-kec-0812	\$ (530.24)		
09/12	Reverse Accrual-Sills		REVJ231-kec-0812	\$ (530.24)	\$ 13,012.94	
10/12	Bill Denton		Board Meeting O	\$ 4,212.90		
10/12	Bearden, Lee		Board Meeting O	\$ 2,118.98		
10/12	Elder, Larry F		Board Meeting O	\$ 2,785.56		
10/12	Elliott, Wayne		Board Meeting O	\$ 4,399.99		
10/12	Sills/Dr James		Board Meeting O	\$ 2,518.68		

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Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
10/12	Sills/Dr James	NRECA Annual Me	\$ 1,317.20		
10/12	Butler, Paul Edd	Board Meeting O	\$ 3,644.27		
10/12	Corporate Payment Systems	208807-Butler 1	\$ 636.19		
10/12	Corporate Payment Systems	208807-Butler 7	\$ 505.24		
10/12	Corporate Payment Systems	208807-Butler 8	\$ 110.24		
10/12	Corporate Payment Systems	208807-Butler 9	\$ 110.24		
10/12	Corporate Payment Systems	208807-Denton 7	\$ (25.00)		
10/12	Corporate Payment Systems	208807-Sills 10	\$ 616.95		
10/12	Corporate Payment Systems	208807-Sills 7/	\$ 505.24		
10/12	Corporate Payment Systems	208807-Sills 8/	\$ 110.24		
10/12	Corporate Payment Systems	208807-Sills 9/	\$ 110.24		
10/12	J and B Catering	7806	\$ 51.51		
10/12	Reverse Accrual-Butler	REVJ231-kec-0912	\$ (530.24)		
10/12	Reverse Accrual-Sills	REVJ231-kec-0912	\$ (530.24)	\$ 22,668.19	
11/12	NRECA	868116-1	\$ 19.00		
11/12	Bill Denton	Board Meeting N	\$ 2,543.46		
11/12	Bearden, Lee	Board Meeting N	\$ 1,704.71		

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Account 930.2 Miscellaneous General Expenses

Month		Vendor	Invoice #	Amount	Subtotal	Notes
Booked						
11/12	Elder, Larry F		Board Meeting N	\$ 1,577.23		
11/12	Elliott, Wayne		Board Meeting N	\$ 1,707.82		
11/12	Sills/Dr James		Board Meeting N	\$ 1,737.85		
11/12	Butler, Paul Edd		Board Meeting N	\$ 1,479.95		
11/12	Corporate Payment Systems		208807-485 Mitchell	\$ 648.01		
11/12	J and B Catering		7827	\$ 58.51		
11/12	Accrual-Bearden		J230-kec-1112	\$ 660.00		
11/12	Accrual-Butler		J230-kec-1112	\$ 750.24		
11/12	Accrual-Denton		J230-kec-1112	\$ 1,170.00		
11/12	Accrual-Sills		J230-kec-1112	\$ 770.24	\$ 14,827.02	

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Account 930.2 Miscellaneous General Expenses

Month						
Booked		Vendor	Invoice #	Amount	Subtotal	Notes
General Plant Property Tax						
12/11	Accrue Property Tax		J591-sjs-12/11	\$ 60,390.07	\$ 60,390.07	
01/12	Accrue Property Tax		J591-sjs-01/12	\$ 51,415.00		
01/12	Accrue Property Tax		J593-sjs-01/12	\$ 3,365.06	\$ 54,780.06	
02/12	Accrue Property Tax		J591-sjs-02/12	\$ 51,415.00	\$ 51,415.00	
03/12	Accrue Property Tax		J591-sjs-03/12	\$ 51,415.00	\$ 51,415.00	
04/12	Accrue Property Tax		J591-sjs-04/12	\$ 51,415.00	\$ 51,415.00	
05/12	Accrue Property Tax		J591-sjs-05/12	\$ 51,415.00	\$ 51,415.00	
06/12	Accrue Property Tax		J591-sjs-06/12	\$ 51,415.00	\$ 51,415.00	
07/12	Accrue Property Tax		J591-sjs-07/12	\$ 35,722.00	\$ 35,722.00	
08/12	Accrue Property Tax		J591-sjs-08/12	\$ 35,722.00	\$ 35,722.00	
09/12	Accrue Property Tax		J591-sjs-09/12	\$ 35,722.00	\$ 35,722.00	
10/12	Accrue Property Tax		J591-sjs-10/12	\$ 35,722.00	\$ 35,722.00	
11/12	Accrue Property Tax		J591-sjs-11/12	\$ 35,722.00	\$ 35,722.00	

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For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month						
Booked	Vendor		Invoice #	Amount	Subtotal	Notes
Insurance						
12/11	Insurance Write-Off		J600-cad-12/11	\$ 2,751.21	\$ 2,751.21	
01/12	Insurance Write-Off		J600-cad-01/12	\$ 3,257.72	\$ 3,257.72	
02/12	Insurance Write-Off		J600-cad-02/12	\$ 3,514.72	\$ 3,514.72	
03/12	Insurance Write-Off		J600-cad-03/12	\$ 3,254.14	\$ 3,254.14	
04/12	Insurance Write-Off		J600-cad-04/12	\$ 3,254.14	\$ 3,254.14	
05/12	Insurance Write-Off		J600-cad-05/12	\$ 3,254.14	\$ 3,254.14	
06/12	Insurance Write-Off		J600-cad-06/12	\$ 3,282.31	\$ 3,282.31	
07/12	Insurance Write-Off		J600-cad-07/12	\$ 3,272.27	\$ 3,272.27	
08/12	Insurance Write-Off		J600-cad-08/12	\$ 3,272.27	\$ 3,272.27	
09/12	Insurance Write-Off		J600-cad-09/12	\$ 3,272.27	\$ 3,272.27	
10/12	Insurance Write-Off		J600-cad-10/12	\$ 3,272.27	\$ 3,272.27	
11/12	Insurance Write-Off		J600-cad-11/12	\$ 3,272.27	\$ 3,272.27	

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Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month						
Booked	Vendor	Invoice #	Amount	Subtotal	Notes	
Bank Services						
12/11	NRUCFC	012115	\$ 6,261.00			
12/11	NRUCFC	012116	\$ 2,176.88			
12/11	Amortize LOC Fees	J290-dav-1211	\$ 9,027.77	\$ 17,465.65		
01/12	CoBank	0000159661	\$ 35,138.89			
01/12	Letter of Credit Fee	J020-dav-0112	\$ 2,287.50			
01/12	Amortize LOC Fees	J290-dav-0112	\$ 9,027.77	\$ 46,454.16		
02/12	NRUCFC	2012030434	\$ 5,000.00			
02/12	NRUCFC	2012030444	\$ 2,176.88			
02/12	NRUCFC	2012030445	\$ 6,261.00			
02/12	NRUCFC	KY062-5102 12/1	\$ 31,164.38			
02/12	Amortize LOC Fees	J290-dav-0212	\$ 9,027.77	\$ 53,630.03		
03/12	U.S. Bank	3066647	\$ 9,913.58			
03/12	Amortize LOC Fees	J290-dav-0312	\$ 9,027.77	\$ 18,941.35		
04/12	CoBank	0000159661 1ST	\$ 34,756.94			
04/12	NRUCFC	2012030501	\$ 3,183.56			
04/12	NRUCFC	2012030502	\$ 1,369.86			

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Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month					
Booked	Vendor	Invoice #	Amount	Subtotal	Notes
04/12	Amortize LOC Fees	J290-dav-0412	\$ 9,027.77	\$ 48,338.13	
05/12	NRUCFC	KY062-5102 3/1/	\$ 31,506.85		
05/12	Amortize LOC Fees	J290-dav-0512	\$ 9,027.77	\$ 40,534.62	
06/12	NRUCFC	2012030549	\$ 2,176.88		
06/12	NRUCFC	2012030550	\$ 6,261.00		
06/12	Fitch	7119010557	\$ 30,000.00		
06/12	Amortize LOC Fees	J290-dav-0612	\$ 9,027.77	\$ 47,465.65	
07/12	CoBank	12772	\$ 9,938.54		
07/12	CoBank	159661	\$ 34,756.95		
07/12	U.S. Bank	3158883	\$ 2,500.00		
07/12	Amortize LOC Fees	J290-dav-0712	\$ 5,667.71		
07/12	Amortize LOC Fees	J291-dav-0712	\$ 935.48	\$ 53,798.68	
08/12	NRUCFC	001160	\$ 2,915.07		
08/12	NRUCFC	2012030656	\$ 5,000.00		
08/12	NRUCFC	2012030672	\$ 1,632.66		
08/12	NRUCFC	2012030673	\$ 4,695.75		
08/12	NRUCFC	KY062-5102 6/1/	\$ 25,068.49		

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For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month		Vendor	Invoice #	Amount	Subtotal	Notes
Booked						
08/12	U.S. Bank		3181506	\$ 2,000.00		
08/12	Amortize LOC Fees		J290-dav-0812	\$ 10,376.06	\$ 51,688.03	
09/12	CoBank		12930	\$ 22,569.44		
09/12	U.S. Bank		3200287	\$ 9,913.58		
09/12	U.S. Bank		3205818	\$ 4,000.00		
09/12	Amortize LOC Fees		J290-dav-0912	\$ 10,438.41	\$ 46,921.43	
10/12	Amortize LOC Fees		J290-dav-1012	\$ 2,083.33		
10/12	Amortize LOC Fees		J830-dav-1012	\$ (17,583.29)	\$ (15,499.96)	
11/12	NRUCFC		2012030758	\$ 5,000.00		
11/12	NRUCFC		2012030769	\$ 1,632.66		
11/12	NRUCFC		2012030770	\$ 4,695.75		
11/12	NRUCFC		KY062-5102	\$ 18,698.63		
11/12	Amortize LOC Fees		J290-dav-1112	\$ 2,083.33	\$ 32,110.37	

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For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month						
Booked	Vendor	Invoice #	Amount	Subtotal	Notes	
Miscellaneous						
12/11	Corporate Payment Systems	203655-626 Berry	\$ 80.87			
12/11	AT&T	J231-kec-1211	\$ 220.44	\$ 301.31		
01/12	AT&T	823746856X01032	\$ 220.44			
01/12	AT&T	J231-kec-0112	\$ 220.44			
01/12	Corporate Payment Systems	208807-39 Clevidence	\$ 58.30			
01/12	AT&T	REVJ231-kec-1211	\$ (220.44)			
01/12	Kentucky State Treasurer	106134101	\$ 10.00	\$ 288.74		
02/12	AT&T	REVJ231-kec-0112	\$ (220.44)	\$ (220.44)		
03/12	Corporate Payment Systems	208810-20 Berry	\$ 51.64	\$ 51.64		
04/12	Logicube Inc	0133558-IN	\$ 1,989.99			
04/12	Kentucky State Treasurer	01-MAY-2012 09:	\$ 119.40	\$ 2,109.39	sales tax on Logicube	
05/12	Corporate Payment Systems	208807-203 Warren	\$ 150.00	\$ 150.00		
07/12	Corporate Payment Systems	208809-87 Taul	\$ 416.97	\$ 416.97		
09/12	Corporate Payment Systems	208810-100 Berry	\$ 62.38			
09/12	Corporate Payment Systems	208810-98 Prather	\$ 34.80	\$ 97.18		
10/12	Corporate Payment Systems	208810-107 Phillips	\$ 65.47			
10/12	Corporate Payment Systems	J200-pwc-1012	\$ (150.00)	\$ (84.53)		

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For the Twelve Months Ended November 30, 2012

Account 930.2 Miscellaneous General Expenses

Month		Vendor	Invoice #	Amount	Subtotal	Notes
Booked						
11/12	Corporate Payment Systems		208807-203 Warren	\$ (150.00)		
11/12	Corporate Payment Systems		REVJ200-pwc-1012	\$ 150.00		
11/12	Progress Commercial Printing		J830-pwc-1112	\$ 105.81	\$ 105.81	
					\$ 1,932,346.90	

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For the Twelve Months Ended November 30, 2012

Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
12/11	KENTUCKY CONSERVATION OFFICERS	012015	10-0015-93010000- 0611-0000	200.00	Institutional Advertising	SPONSORSHIP/ Advertising in the KCOA Magazine
12/11	HENDERSON CHAMBER OF COMMERCE	012067	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	LEGISLATIVE BFAST SPONSORSHIP
12/11	HENDERSON BREAKFAST LIONS CLUB	012065	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	CORPORATE SPONSOR
12/11	HENDERSON CHAMBER OF COMMERCE	J231-kec- 1211	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	LEGISLATIVE BFAST SPONSORSHIP
				<u>3,200.00</u>	12/11	
01/12	BIG BROTHERS BIG SISTERS	SPONSOR	10-0015-93010000- 0611-0000	150.00	Institutional Advertising	LANE SPONSOR FOR BOWL FOR KIDS SAKE
01/12	HENDERSON CHAMBER OF COMMERCE	12167	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	LEGISLATIVE BFAST SPONSORSHIP
01/12	HENDERSON CHAMBER OF COMMERCE	REVJ231-kec- 1211	10-0015-93010000- 0611-0000	(1,000.00)	Institutional Advertising	LEGISLATIVE BFAST SPONSORSHIP
				<u>150.00</u>	01/12	

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Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
02/12	HABITAT FOR HUMANITY OF HENDERSON KY INC	12255	10-0015-93010000- 0611-0000	200.00	Institutional Advertising	SPONSORSHIP
02/12	DOWNTOWN HENDERSON PROJECT	12339	10-0015-93010000- 0611-0000	250.00	Institutional Advertising	2012 Awards Sponsorship
02/12	KENTUCKY STATE TREASURER	01-MAR-2012 09:42KY U	10-0015-93010000- 0611-0000	15.00	Institutional Advertising	Sales tax on Downtown Henderson Project invoice above
02/12	HENDERSON CHAMBER OF COMMERCE	J020-dav- 0212 Cash Receipts	10-0015-93010000- 0611-0000	(1,000.00)	Institutional Advertising	Legislative Brkfst Sponsorship-Invoice refund for duplicate payment
				<u>(535.00)</u>	02/12	
03/12	KENTUCKY ASSOC FOR ECONOMIC DEVELOPMENT	12400	10-0015-93010000- 0611-0000	250.00	Institutional Advertising	GOLF SPONSORSHIP
03/12	KENTUCKY ASSOCIATION OF COOPS INC	11487627	10-0015-93010000- 0611-0000	333.33	Institutional Advertising	CONFERENCE SPONSORSHIP
03/12	HENDERSON AREA ARTS ALLIANCE	12422	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	SPONSORSHIP

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Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
03/12	KSHN (KENTUCKY SAFETY AND HEALTH NETWORK INC)	J230-kec- 0312	10-0015-93010000- 0611-0000	7,000.00	Institutional Advertising	SAFETY CONFERENCE- SPONSORSHIP 2012 This investment goes toward the production of television, print and radio ads, national placement of ads, communications programs and materials, employee learning programs, public relations, research, etc. For BREC, JP, Kenergy, Meade.
03/12	TOUCHSTONE ENERGY	794416	10-0190-93011200- 0626-0000	121,500.00	Institutional Advertising	
				130,083.33	03/12	
04/12	AMERICAN CANCER SOCIETY / RELAY FOR LIFE	12511	10-0015-93010000- 0611-0000	500.00	Institutional Advertising	2012 Sound System Sponsor Relay for Life Henderson
04/12	MARCH OF DIMES	006614	10-0015-93010000- 0611-0000	300.00	Institutional Advertising	Mission Mile Sponsor 2012 Hend. March for Babies CORPORATE SPONSOR
04/12	RIVERBEND ACADEMY	006615	10-0015-93010000- 0611-0000	300.00	Institutional Advertising	2012 SONGWRITERS FESTIVAL

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Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
		SPONSORSH				
04/12	KSHN (KENTUCKY SAFETY AND HEALTH NETWORK INC)	IP 2012- SAFETY CONFEREN CE	10-0015-93010000- 0611-0000	7,000.00	Institutional Advertising	SAFETY CONFERENCE- SPONSORSHIP 2012
04/12	KSHN (KENTUCKY SAFETY AND HEALTH NETWORK INC)	REVJ230-kec- 0312	10-0015-93010000- 0611-0000	(7,000.00)	Institutional Advertising	SAFETY CONFERENCE- SPONSORSHIP 2012
				<u>1,100.00</u>	04/12	
05/12	REGIONAL HOSPITAL FOUNDATION	Sponsorship Gold Entry Fee Golf	10-0015-93010000- 0611-0000	500.00	Institutional Advertising	Sponsorship - Methodist Hospital Golf Classic Gold Entry Fee
05/12	KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM	12590	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	PRESIDENT'S GALA/BENEFACTORS AWARDS/DINNER SPONSORSHIP
05/12	SEBREE CHAMBER OF COMMERCE	FIRECRACK ER RUN	10-0015-93010000- 0611-0000	300.00	Institutional Advertising	DONATION FIRECRACKER RUN
				<u>1,800.00</u>	05/12	

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Big Rivers Electric Corporation
Case No. 2012-00535
Analysis of Account No. 930 - Miscellaneous General Expenses
For the Twelve Months Ended November 30, 2012

Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
06/12	DRAGON BOAT FESTIVAL	009942	10-0015-93010000- 0611-0000	250.00	Institutional	SPONSORSHIP OF OWENSBORO DRAGON BOAT FESTIVAL 2012
				<u>250.00</u>	06/12	
07/12	DOWNTOWN HENDERSON PROJECT	23306	10-0015-93010000- 0611-0000	250.00	Institutional Advertising	Semi-Annual Dues July- December 2012
07/12	HENDERSON TOURIST COMMISSION	24JUL12	10-0015-93010000- 0611-0000	1,000.00	Institutional Advertising	GOLD SPONSORSHIP - 2012 BLUEGRASS IN THE PARK
07/12	NORTHWEST KENTUCKY FORWARD	26	10-0015-93010000- 0611-0000	7,000.00	Institutional Advertising	OpportUNITY 2016 Pledge
07/12	KENTUCKY STATE TREASURER	01-AUG-2012 08:04KY U	10-0015-93010000- 0611-0000	15.00	Institutional Advertising	Sales tax - Downtown Henderson Project
				<u>8,265.00</u>	07/12	

Big Rivers Electric Corporation
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For the Twelve Months Ended November 30, 2012

Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
08/12	MARSHA'S PLACE	001161	10-0015-93010000- 0611-0000	200.00	Institutional Advertising	Sponsorship- 2012 Walk- Run
08/12	HENDERSON CHAMBER OF COMMERCE	12797	10-0015-93010000- 0611-0000	50.00	Institutional Advertising	CHAMBER NIGHT- EVANSVILLE OTTERS
08/12	KENTUCKY DRAG BOAT ASSOC	13AUG12	10-0015-93010000- 0611-0000	500.00	Institutional Advertising	drag boat race sponsorship
08/12	SEBREE CHAMBER OF COMMERCE	SPONSOR GOLF	10-0015-93010000- 0611-0000	100.00	Institutional Advertising	SPONSOR SCRAMBLE GOLF
08/12	HENDERSON CITY LIONS CLUB	AUG282012	10-0015-93010000- 0611-0000	75.00	Institutional Advertising	1/4 PAGE MAGIC SHOW
				<u>925.00</u>	08/12	

Big Rivers Electric Corporation
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For the Twelve Months Ended November 30, 2012

Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
09/12	KENERGY CORP	12868	10-0015-93010000-0611-0000	500.00	Institutional Advertising	Sponsorship with Kenergy for Foundation for Health Gala 2012
09/12	KENTUCKY STATE TREASURER	01-OCT-2012 09:19KY U	10-0015-93010000-0611-0000	30.00	Institutional Advertising	Sales tax - Kenergy
				<u>530.00</u>	09/12	
10/12	HABITAT FOR HUMANITY OF HENDERSON KY INC	012933	10-0015-93010000-0611-0000	2,500.00	Institutional Advertising	SPONSORSHIP-Holiday Pops
10/12	HENDERSON CHAMBER OF COMMERCE	012951	10-0015-93010000-0611-0000	125.00	Institutional Advertising	SPONSORSHIP-Golf Outing
10/12	KENTUCKY ASSOCIATION OF COOPS INC	013004	10-0015-93010000-0611-0000	1,000.00	Institutional Advertising	SPONSORSHIP-KY Chamber of Commerce Energy Management Conf.
10/12	KENTUCKY STATE TREASURER	01-NOV-2012 12:46KY U	10-0015-93010000-0611-0000	150.00	Institutional Advertising	Sales tax - Habitat for Humanity fo Henderson KY Inc.

Big Rivers Electric Corporation
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Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
10/12	ALISON AND ASSOCIATES	J200-pwc-1012 Voucher Corrections	10-0015-93010000-0611-0000	2,221.27	Institutional Advertising	Annual Meeting Gifts
10/12	KENTUCKY STATE TREASURER	J200-pwc-1012 Voucher Corrections	10-0015-93010000-0611-0000	133.27	Institutional Advertising	Sales tax - Alison and Associates
10/12	DOE ANDERSON	J200-pwc-1012 Voucher Corrections	10-0015-93010000-0611-0000	11,349.67	Institutional Advertising	Advertising/PR Services - Newspaper Ads
				<u>17,479.21</u>	10/12	
11/12	DOE ANDERSON	018608-00	10-0015-93010000-0611-0000	11,349.67	Institutional Advertising	Advertising/PR Services - Newspaper Ads
11/12	ALISON AND ASSOCIATES	BR2347	10-0015-93010000-0611-0000	2,221.27	Institutional Advertising	Annual Meeting Gifts
11/12	KENTUCKY STATE TREASURER	01-OCT-2012 09:19KY U REV J200- pwc-1012 Voucher Corrections	10-0015-93010000-0611-0000	133.27	Institutional Advertising	Sales tax - Alison and Associates
11/12	ALISON AND ASSOCIATES		10-0015-93010000-0611-0000	(2,221.27)	Institutional Advertising	Annual Meeting Gifts

Big Rivers Electric Corporation
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Account 930.1 General Advertising Expenses

Month						
Booked	Vendor	Invoice #	GLAFF	Amount		Notes
		REVJZ00- pwc-1012				
11/12	KENTUCKY STATE TREASURER	Voucher Corrections	10-0015-93010000- 0611-0000	(133.27)	Institutional Advertising	Sales tax - Alison and Associates
		REVJZ00- pwc-1012				
11/12	DOE ANDERSON	Voucher Corrections	10-0015-93010000- 0611-0000	(11,349.67)	Institutional Advertising	Advertising/PR Services - Newspaper Ads
						Sales tax - Alison and Associates-duplicated correction when acct code chgd for Allison and Associates
11/12	KENTUCKY STATE TREASURER	03-DEC-2012 08:40KY U	10-0015-93010000- 0611-0000	133.28	Institutional Advertising	
11/12	HENDERSON CHAMBER OF COMMERCE	013029	10-0015-42610000- 0611-0000	100.00	Institutional Advertising	CHAMBER BOWLING NIGHT
				<u>233.28</u>	11/12	
				163,480.82		
				Rounded		
				163,481.00		

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Big Rivers Electric Corporation
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Analysis of Account 426 - Other Income Deductions
For the Twelve Months Ended November 30, 2012

Schedule 13

Line No.	Item (a)	Amount (b)
1	Donations	\$ 75,969
2	Civic Activities	\$ -
3	Political Activities	\$ 58,871
4	Other	\$ 135,241
5	Total	\$ 270,081

Note: Include detailed workpapers supporting this analysis. Expenditures under \$500 are to grouped by the classes shown.

Big Rivers Electric Corporation
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Analysis of Account No. 426 - Other Income Deductions
For the Twelve Months Ended November 30, 2012

Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0015-		DONATION TO OWENSBORO
	OWENSBORO MUSEUM OF	DONATION	42610000-0646-		MUSEUM OF FINE ARTS
12/11	FINE ART	DEC 1 2011	0000	150.00	FOUNDATION
			10-0015-		
	JOSH FRANKLIN BENEFIT		42610000-0646-		
12/11	FUND	011992	0000	100.00	DONATION
			10-0015-		
	COURTHOUSE PLAYERS		42610000-0646-		
12/11	THEATER GROUP	12016	0000	100.00	DONATION
			10-0015-		
	CHRISTMAS WISH		42610000-0646-		
12/11		12017	0000	500.00	DONATION
			10-0015-		
	STURGIS YOUTH CENTER		42610000-0646-		
12/11	FRYSC SHOE FUND	11998	0000	125.00	DONATION
			10-0015-		
	WEBSTER COUNTY FRYSC		42610000-0646-		
12/11	SHOE FUND	11996	0000	125.00	DONATION
			10-0015-		
	CRITTENDEN COUNTY		42610000-0646-		
12/11	FRYSC SHOE FUND	11995	0000	125.00	DONATION
			10-0015-		
	HENDERSON COUNTY		42610000-0646-		
12/11	FRYSC SHOE FUND	11997	0000	125.00	DONATION
	KENTUCKY GOVERNOR'S		10-0015-		
	SCHOLARS PROGRAM		42610000-0646-		
12/11	FOUNDATION INC	012053	0000	2,500.00	DONATION

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Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0015- 42610000-0646-		
12/11	COLONELS 2 COLLEGE	12049	0000	1,000.00	DONATION
					APPRECIATION FOR
					RESPONSE TO SEBREE
12/11	NIAGARA VOLUNTEER FIRE DEPARTMENT	12008	10-0550- 50610000-0646- 1602	500.00	STATION MED & FIRE
				<u>5,350.00</u>	EMERGENCIES
					12/11
			10-0015- 42610000-0646-		
01/12	HENDERSON ROTARY CLUB	012223	0000	240.00	TRIVIA NIGHT TABLE
			10-0015- 42610000-0646-		
01/12	HENDERSON RESCUE SQUAD	012248	0000	35.00	DONATION
				<u>275.00</u>	01/12
			10-0015- 42610000-0646-		
03/12	HENDERSON LEADERSHIP INITIATIVE INC	012375	0000	1,500.00	DONATION
			10-0015- 42610000-0646-		
03/12	KENTUCKY ASSOCIATION OF COOPS INC	11488370	0000	1,000.00	2012 LEADERSHIP KY
					CONTRIBUTION
					each of the directors paid \$60 to
					BREC for their laptops, which
					BREC donated to March of
03/12	pass through	J020-dav-0312	10-0015- 92110000-0646- 0000	(360.00)	Dimes in Apr-12
				<u>2,140.00</u>	03/12

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Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0015-		
04/12	UNITED WAY OF HENDERSON COUNTY	CORP DONATION	42610000-0646- 0000	28,927.75	CORP DONATION
			10-0015-		
04/12	MARCH OF DIMES-pass through	006614	42610000-0646- 0000	360.00	Mission Mile Sponsor 2012 Hend. March for Babies-from pmts from directors in Mar-12
			10-0015-		
04/12	JUNIOR ACHIEVEMENT OF WESTERN KY INC	12512	42610000-0646- 0000	1,300.00	DONATION
			10-0015-		
04/12	JB Bar B Que	J241-jms-0412	92110000-0646- 2216	238.50	Sebree Chamber of Commerce Lunch
				(13.45)	remove city's share
				<u>30,812.80</u>	04/12
			10-0015-		
05/12	Cr.Card - JB Bar B Que Inc	208810-49 WRIGHT	92110000-0646- 2216	238.50	Sebree Chamber of Commerce Lunch
			10-0015-		
05/12		REVJ241-jms- 0412-PJ5374	92110000-0646- 2216	(238.50)	Sebree Chamber of Commerce Lunch
			10-0015-		
05/12	NORTHWEST KENTUCKY FOUNDATION FOR EDUCATION EXCELLENCE	DONATION	42610000-0646- 0000	200.00	HOME VISIT BLITZ

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For the Twelve Months Ended November 30, 2012

Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
		Annual Dinner Sponsorship	10-0015-		
05/12	HENDERSON CHAMBER OF COMMERCE	Friends of the Chamber	42610000-0646-0000	500.00	Annual Dinner Sponsorship Friends of the Chamber
			10-0015-		
05/12	EVANSVILLE BALLET	12583	42610000-0646-0000	500.00	DONATION-PETER PAN PERFORMANCE
			10-0015-		
05/12	UNITED WAY OF THE OHIO VALLEY	CORP GIFT	42610000-0646-0000	13,072.00	CORPORATE GIFT
			10-0001-		
05/12	NRECA	Philippines Project 2012	92110000-0646-2205	20,000.00	Philippines Project 2012
				(352.56)	remove city's share
				<u>33,919.44</u>	05/12
			10-0015-		DONATION-DISTINGUISHED
06/12	JUNIOR WOMEN'S LEAGUE	12625	42610000-0646-0000	250.00	YOUNG WOMEN OF HENDERSON SCHOLARSHIP PROGRAM
			10-0001-		
06/12	Cr.Card - VH1 Save The Music Foundation	208807-267 MITCHELL	92110000-0646-2205	50.00	Donation in memory of Carl Lyon's son
				(0.92)	remove city's share
				<u>299.08</u>	06/12

Big Rivers Electric Corporation
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For the Twelve Months Ended November 30, 2012

Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0015-		
07/12	Hawesville Steamboat Festival	Donation	42610000-0646-0000	200.00	Donation for Steamboat festival
	NATIONAL CHILD SAFETY COUNCIL/OHIO CO.		10-0015-		
07/12	SHERIFF'S OFFICE	56	42610000-0646-0000	144.00	donation
	HENDERSON MUSIC PRESERVATION SOCIETY		10-0015-		
07/12	INC	12709	42610000-0646-0000	100.00	W.C. HANDY BLUES FESTIVAL DONATION
	DUKES VOLUNTEER FIRE DEPT		10-0015-		
07/12		DONATION	42610000-0646-0000	25.00	DONATION
	ALL BLESSING INTERNATIONAL		10-0015-		
07/12		DONATION	42610000-0646-0000	100.00	DONATION
				<u>569.00</u>	07/12
	CHILDREN'S ADVOCACY CENTER		10-0015-		
08/12		Donation (Dance)	42610000-0646-0000	100.00	Daddy-Daughter Dance
				<u>100.00</u>	08/12

Big Rivers Electric Corporation
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For the Twelve Months Ended November 30, 2012

Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0015-		
09/12	LEADERSHIP KENTUCKY FOUNDATION INC	12897	42610000-0646- 0000	1,000.00	SEPT SESSION SPONSORSHIP
			10-0015-		
09/12	HENDERSON ELKS LODGE #206	12907	42610000-0646- 0000	250.00	SCHOLARSHIP TRUST-GOLF DONATION
			10-0015-		
09/12	PADUCAH CHAMBER OF COMMERCE	24051	92110000-0646- 2216	100.00	2012 TOTAL RESOURCE CAMPAIGN
				(1.84)	remove city's share
				<u>1,348.16</u>	09/12
			10-0015-		
10/12	HAPPY FEET EQUALS LEARNING FEET, INC	12950	42610000-0646- 0000	420.00	DONATION
			10-0015-		
10/12	NATIONAL FIRE SAFETY COUNCIL INC	3383	42610000-0646- 0000	75.00	SPONSORSHIP HENDERSON SCHOOL FIRE PREVENTION PROGRAM
			10-0015-		
10/12	CUBSCOUTS PACK 120	Donation	42610000-0646- 0000	100.00	Donation
		J200-pwc-1012	10-0001-		
		Voucher	42610000-0646- 0000		Temporary Account Code
10/12	NRECA	Corrections	0000	20,000.00	Correction
		J200-pwc-1012	10-0001-		
		Voucher	92110000-0646- 2205		Temporary Account Code
10/12	NRECA	Corrections		(20,000.00)	Correction

Big Rivers Electric Corporation
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Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
		J200-pwc-1012	10-0001-		
	Cr.Card - VH1 Save The	Voucher	42610000-0646-		Temporary Account Code
10/12	Music Foundation	Corrections	0000	50.00	Correction
		J200-pwc-1012	10-0001-		
	Cr.Card - VH1 Save The	Voucher	92110000-0646-		Temporary Account Code
10/12	Music Foundation	Corrections	2205	(50.00)	Correction
		J200-pwc-1012	10-0015-		
	PADUCAH CHAMBER OF	Voucher	42610000-0646-		Temporary Account Code
10/12	COMMERCE	Corrections	0000	100.00	Correction
		J200-pwc-1012	10-0015-		
	PADUCAH CHAMBER OF	Voucher	92110000-0646-		Temporary Account Code
10/12	COMMERCE	Corrections	2216	(100.00)	Correction
				355.32	remove city's share
				<u>950.32</u>	10/12

Big Rivers Electric Corporation
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For the Twelve Months Ended November 30, 2012

Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
11/12	HENDERSON COMMUNITY COLLEGE	013034	10-0015-42610000-0646-0000	105.00	DONATION - POINSETTIA TREE
11/12	HABITAT FOR HUMANITY	NOV 12 2012	10-0015-42610000-0646-0000	100.00	DONATION
11/12	PADUCAH CHAMBER OF COMMERCE	24051	10-0015-42610000-0646-0000	100.00	Permanent Account Code Correction
11/12	PADUCAH CHAMBER OF COMMERCE	24051	10-0015-92110000-0646-2216	(100.00)	Permanent Account Code Correction
11/12	Cr.Card - VH1 Save The Music Foundation	208807-267 MITCHELL	10-0001-42610000-0646-0000	50.00	Permanent Account Code Correction
11/12	Cr.Card - VH1 Save The Music Foundation	208807-267 MITCHELL	10-0001-92110000-0646-2205	(50.00)	Permanent Account Code Correction
11/12	NRECA	Philippines Project 2012	10-0001-42610000-0646-0000	20,000.00	Permanent Account Code Correction
11/12	NRECA	Philippines Project 2012	10-0001-92110000-0646-2205	(20,000.00)	Permanent Account Code Correction
11/12	NRECA	REVJ200-pwc-1012 Voucher Corrections	10-0001-42610000-0646-0000	(20,000.00)	Reverse Temporary Account Code Correction

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Analysis of Account No. 426 - Other Income Deductions
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Account 426.1 Donations

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
11/12	NRECA	REVJ200-pwc-1012 Voucher	10-0001-92110000-0646-	20,000.00	Reverse Temporary Account Code Correction
		Corrections	2205		
11/12	Cr.Card - VH1 Save The Music Foundation	REVJ200-pwc-1012 Voucher	10-0001-42610000-0646-	(50.00)	Reverse Temporary Account Code Correction
		Corrections	0000		
11/12	Cr.Card - VH1 Save The Music Foundation	REVJ200-pwc-1012 Voucher	10-0001-92110000-0646-	50.00	Reverse Temporary Account Code Correction
		Corrections	2205		
11/12	PADUCAH CHAMBER OF COMMERCE	REVJ200-pwc-1012 Voucher	10-0001-42610000-0646-	(100.00)	Reverse Temporary Account Code Correction
		Corrections	0000		
11/12	PADUCAH CHAMBER OF COMMERCE	REVJ200-pwc-1012 Voucher	10-0015-92110000-0646-	100.00	Reverse Temporary Account Code Correction
		Corrections	2216		
				<u>205.00</u>	11/12
				<u>75,968.80</u>	

Account Summary

42610000	75,603.75	
50610000	500.00	
92110000	(146.21)	
555.15	24.71	04/12 removed from 92110000
city's share	(13.45)	
	<u>75,968.80</u>	

Big Rivers Electric Corporation
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Account 426.3 Penalties

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
07/12	INDIANA DEPARTMENT OF REVENUE	JULY 24 2012	42630000-0616- 0000	488.22	Penalty for non payment of entire Feb 2011 tax
11/12	J831-SJS-1112		42630000-0616- 0000	<u>134,753.09</u>	entire KY sales tax for 11/10- 9/12
				<u><u>135,241.31</u></u>	

Big Rivers Electric Corporation
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Account 426.4 Civic, Political, Related Act.-Expense

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
12/11	J231-kec-1211	McBrayer Inv # 238652	10-0019-42640000. 0314-0000	<u>1,118.00</u>	PROFESSIONAL SERVICES NOV-11
				<u>1,118.00</u>	12/11
01/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	238652	10-0019-42640000. 0314-0000	1,118.00	PROFESSIONAL SERVICES NOV-11
	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	241699	10-0019-42640000. 0314-0000	1,119.00	PROFESSIONAL SERVICES DEC-11
	REVJ231-kec-1211	McBrayer Inv # 238652	10-0019-42640000. 0314-0000	<u>(1,118.00)</u>	PROFESSIONAL SERVICES NOV-11
				<u>1,119.00</u>	01/12
02/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	243181	10-0019-42640000. 0314-0000	<u>1,119.00</u>	PROFESSIONAL SERVICES JAN-12
				<u>1,119.00</u>	02/12
03/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	243827	10-0019-42640000. 0314-0000	<u>1,127.46</u>	PROFESSIONAL SERVICES FEB-12
				<u>1,127.46</u>	03/12
04/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	245118	10-0019-42640000. 0314-0000	<u>1,119.00</u>	PROFESSIONAL SERVICES MAR-12
				<u>1,119.00</u>	04/12

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Account 426.4 Civic, Political, Related Act.-Expense

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
05/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	247067	10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES APR-12
				<u>1,119.00</u>	05/12
06/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	248698	10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES MAY-12
				<u>1,119.00</u>	06/12
07/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	250212	10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES JUN-12
				<u>1,119.00</u>	07/12
08/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	251579	10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES JUL-12
08/12	J231-kec-0812 McBrayer Inv # 251579		10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES JUL-12
				<u>2,238.00</u>	08/12
09/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	251579	10-0019-42640000- 0314-0000	1,119.00	PROFESSIONAL SERVICES AUG-12, but Inv Vouchered was for July Svcs, again
09/12	REVJ231-kec-0812 McBrayer Inv # 251579		10-0019-42640000- 0314-0000	(1,119.00)	PROFESSIONAL SERVICES JUL-12

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Analysis of Account No. 426 - Other Income Deductions
For the Twelve Months Ended November 30, 2012

Account 426.4 Civic, Political, Related Act.-Expense

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
09/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	253727	10-0019-42640000. 0314-0000	<u>11.09</u> <u>11.09</u>	PROFESSIONAL SERVICES AUG-12, this is for the net due 09/12
10/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	255466	10-0019-42640000. 0314-0000	<u>1,119.00</u> <u>1,119.00</u>	PROFESSIONAL SERVICES 10/12

Big Rivers Electric Corporation
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Analysis of Account No. 426 - Other Income Deductions
For the Twelve Months Ended November 30, 2012

Account 426.4 Civic, Political, Related Act.-Expense

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
11/12	MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC	256680	10-0019-42640000. 0314-0000	1,119.00 <u>1,119.00</u>	PROFESSIONAL SERVICES OCT-12 11/12
06/12	NRECA	851082	10-0001-93020000. 0627-0000	44,526.30	2012 MEMBERSHIP DUES- applicable to lobbying
	Miscellaneous Items that should have been coded to lobbying				
	Society for Human Resource Mgmt		10-0010-92110000. 0627-2216	86.63	
	Society for Human Resource Mgmt		10-0220-92110000. 0627-2216	14.40	
	Society for Human Resource Mgmt		10-0220-92110000. 0627-2216	12.60	
	Kentucky Association of Coops Inc		10-0019-92110000. 0674-0000	792.00	
				<u>(6.44)</u>	less City's Share
				<u>899.19</u>	
				<u>58,872.04</u>	
				<u>58,871.00</u>	rounded

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Account 426.5 Other Deductions

Month					
Booked	Vendor	Invoice #	GLAFF	Amount	Notes
			10-0999-		
			42650000-0699-		
12/11	J661-cad-1211		0000	<u>(0.30)</u>	Adjust Post-Retirement Benefits
				<u><u>(0.30)</u></u>	

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1 **Item 48)** *Provide a calculation of the rate or rates used to capitalize*
2 *interest during construction for the three most recent calendar years.*
3 *Explain each component entering into the calculation of the rate(s).*
4

5 **Response)** During the period from January 2010 through July 2012, Big Rivers
6 used the effective interest rate of its RUS Series A Note (5.84%) to capitalize
7 interest during construction. After refinancing approximately \$442 million of the
8 RUS Series A Note in July 2012, Big Rivers began using the monthly weighted
9 average rate of interest for all its outstanding long-term debt to capitalize interest
10 in August 2012.

11 The attached schedule includes the monthly weighted average rates
12 of interest, used to capitalize interest during the months of August 2012 through
13 December 2012, and the components used to calculate the weighted average rates
14 of interest.

15

16

17 **Witness)** Billie J. Richert

18

Big Rivers Electric Corporation
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Calculation of Rates Used to Capitalize Interest

Calculation of rates used to capitalize interest (August 2012 - December 2012):

	<u>Dec-12</u>	<u>Nov-12</u>	<u>Oct-12</u>	<u>Sep-12</u>	<u>Aug-12</u>
(1) Month-to-Date Interest Expense	\$ 3,798,589	\$ 3,706,478	\$ 3,803,528	\$ 3,704,032	\$ 3,850,708
(2) Total Outstanding Long-Term Debt Balance at Beginning of Period	\$ 925,168,522	\$ 928,966,306	\$ 928,958,554	\$ 928,888,952	\$ 928,888,952
(3) Total Outstanding Long-Term Debt Balance at End of Period	925,243,935	925,168,522	928,966,306	928,958,554	928,888,952
(4) Average Outstanding Principal Balance $[(2) + (3)] / 2$:	\$ 925,206,229	\$ 927,067,414	\$ 928,962,430	\$ 928,923,753	\$ 928,888,952
(5) Number of Days in Period	31	30	31	30	31
(6) Number of Days in Year	366	366	366	366	366
(7) Weighted Average Interest Rate $[(1) \div (4)] \times [(6) \div (5)]$	4.85%	4.88%	4.83%	4.86%	4.89%

Note: The effective interest rate of Big Rivers' RUS Series A Note (5.84%) was used to capitalize interest during the months of January 2010 - July 2012 (i.e. the other months comprising the three most recent calendar years).

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1 **Item 49)** *List all present or proposed research efforts dealing with the*
2 *pricing of electricity and the current status of such efforts.*

3

4 **Response)** Big Rivers relies on ACES for its electricity pricing research. ACES
5 provides both short- and long-term pricing forecasts to Big Rivers as requested.

6

7 **Witness)** Robert W. Berry

8

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1 **Item 50)** *Provide an analysis of Big Rivers' expenses for research and*
2 *development activities for the base period and the three most recent*
3 *calendar years. For the base period include the following:*

- 4
- 5 *a. Basis of fees paid to research organizations and Big Rivers'*
6 *portion of the total revenue of each organization. Where*
7 *the contribution is monthly, provide the current rate and*
8 *the effective date.*
- 9 *b. Details of the research activities conducted by each*
10 *organization.*
- 11 *c. Details of services and other benefits provided to the utility*
12 *by each organization.*
- 13 *d. Annual expenditures of each organization with a basic*
14 *description of the nature of costs incurred by the*
15 *organization.*
- 16 *e. Details of the expected benefits to the utility.*
- 17

18 **Response)** The two organizations that Big Rivers was affiliated with during the
19 base period (twelve months ended April 30, 2013) and paid monies to for research
20 and development activities are The Cooperative Research Network ("CRN") and
21 the National Renewables Cooperative Organization ("NRCO"). Information
22 regarding (a) the basis of the fees paid, (b) the details of the research activities

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1 conducted, (c) and (e) the details regarding the services and benefits provided to
2 the utility, and (d) the expenditures paid to all research and development
3 organizations for the base period and the calendar years 2011, 2010 and 2009 is
4 attached.

5

6

7 **Witness)** Robert W. Berry

8

Big Rivers Electric Corporation
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Research and Development

National Renewables Cooperative Organization

1-50a. The Member fees are based on native load sales (exclusive of sales to other NRCO members, if applicable). Four size classifications were determined (XS = less than 1,000,000 of native load sales, Small = 1,000,000 to 5,000,000, Medium = 5,000,000 to 10,000,000, and Large = 10,000,000 and above) and each member within each classification pays the same amount. Big Rivers fell under the medium category in 2012 and will fall under the large category in 2013. The current rate is \$4,383.33 per month through the end of 2012.

1-50 b,c,e. The organization provides ongoing opportunities for access to and development of cost-effective renewable energy resources. NRCO provides access to expertise on renewable energy resource commercial issues. Finally, NRCO aims to promote positive visibility and publicity for the cooperative program.

Cooperatives that have elected to participate in NRCO, either through membership or by contracting select services, have a variety of motivations. Some may be subject to Renewable Energy Standards (RES), though many are not. Cooperatives must keep up with the evolving nature of the political landscape, at both the state and federal level and from a legislative and regulatory perspective.

Often cooperatives are attracted to renewable projects as a means to diversify their generation portfolios. In a world of volatile fuel prices, renewable generation can make good economic sense. Finally, cooperatives have a long history of investment in the communities they serve and renewable energy projects can bring economic development to their areas.

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Research and Development

Cooperative Research Network

1-50a. Big Rivers pays a fee to The Cooperative Research Network™ (CRN) for itself and for its Member Cooperatives. Big Rivers' rate for 2012 is \$.00394 per total MWH sales less sales to G&T's for the year ended December 31, 2010. The 2012 rates paid by Big Rivers for its Member Cooperatives are \$.21218 per consumer for the first 10,000; \$.10609 per consumer for the next 40,000; and \$.07073 per consumer over 50,000.

1-50b,c,e. CRN, the technology research arm of the National Rural Electric Cooperative Association (NRECA), conducts collaborative research to accelerate technological innovation that can be applied by electric cooperatives worldwide.

The more than 900 co-ops nationwide comprise a real-world test bed for demonstrating the viability of emerging technologies. Partnering with co-ops, national labs, academic institutions and industry, CRN research is driven by the needs cooperatives and their consumer members. CRN's guides, publications and online tools help cooperatives meet their members' expectations for affordable, reliable electric power using the most advanced technologies available.

CRN Portfolio of Active Research

CRN's member advisors, drawn from the extensive network of private, not-for-profit, consumer-owned cooperatives who belong to NRECA, set the cooperatives' research priorities.

Distribution Operations

Energy Innovations

Generation, Fuels and Environmental Control Technology

Renewable and Distributed Energy

Smarter Grid

Transmission and Substation Assets

CRN collaborates with many organizations and experts, including

U.S. Department of Energy

National research labs

Industry and manufacturing

EPRI

Universities and research centers

E Source

NEETRAC

CEATI

DSTAR

Big Rivers Electric Corporation
Case No. 2012-00535
Research and Development Activities

Expenditures Paid

Base Period - Twelve Month Ended April 30, 2013	
National Renewables Coop Org (NRCO)	\$ 61,404
National Rural Electric Coop Assn (includes payment for CRN)	61,725
	<u>\$ 123,129</u>

2011	
National Renewables Coop Org (NRCO)	\$ 52,783
National Rural Electric Coop Assn (includes payment for CRN)	16,791
	<u>\$ 69,574</u>

2010	
National Renewables Coop Org (NRCO)	\$ 35,300
National Rural Electric Coop Assn (includes payment for CRN)	16,754
	<u>\$ 52,054</u>

2009	
Carbon Management Research Group	\$ 200,000
National Renewables Coop Org (NRCO)	17,838
National Rural Electric Coop Assn (includes payment for CRN)	16,588
	<u>\$ 234,426</u>

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1 **Item 51)** *Provide the average number of retail customers on the system*
2 *(actual or projected), by rate schedule, for the base period and the three*
3 *most recent calendar years.*

4

5 **Response)** Please see the schedule attached hereto showing the retail customer
6 information for Big Rivers' Members.

7

8

9 **Witness)** Billie J. Richert

10

Big Rivers Electric Corporation
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Average Number of Retail Customers by Rate Schedule
For the Base Period and Three Most Recent Calendar Years 2011, 2010, and 2009

Kenergy Corp. Average Monthly Billing per Rate Code					
Line No.	Classification	Base Period	2011	2010	2009
1	Residential	45,263	45,294	45,201	45,111
2	Commercial Single Phase	9,111	8,823	8,749	8,711
3	Commercial Three Phase < 1000 kw	1,027	979	931	909
4	Commercial Three Phase > 1000 kw	15	14	13	13
5	Lighting	82	78	76	76
6	Direct Serves Class A	2	2	2	2
7	Direct Serves Class B	3	3	3	3
8	Direct Serves Class C	16	16	16	15
9	Total	<u>55,519</u>	<u>55,209</u>	<u>54,991</u>	<u>54,840</u>

Big Rivers Electric Corporation
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Average Number of Retail Customers by Rate Schedule
For the Base Period and Three Most Recent Calendar Years 2011, 2010, and 2009

Jackson Purchase Energy Corporation Average Monthly Billing per Rate Code					
Line No.	Classification	Base Period	2011	2010	2009
1	Outdoor Light Only	84	84	82	85
2	1R	25,848	25,958	25,917	25,902
3	2R	2,416	2,237	2,202	2,195
4	3R	406	386	370	370
5	7R	2	2	2	2
6	8R	-	-	-	-
7	9R	594	587	573	558
8	Total	<u>29,350</u>	<u>29,254</u>	<u>29,146</u>	<u>29,112</u>

Big Rivers Electric Corporation
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Average Number of Retail Customers by Rate Schedule
For the Base Period and Three Most Recent Calendar Years 2011, 2010, and 2009

Meade County Rural Electric Cooperative Corporation Average Monthly Billing per Rate Code					
Line No.	Classification	Base Period	2011	2010	2009
1	Sch 3 & 8 FARM	23,310	23,114	23,294	23,068
2	Sch 1 & 7 NON-FARM	3,052	3,013	2,680	2,683
3	Sch 6 SCHOOLS & CHS	217	276	239	189
4	Sch 2 SM COMMERCIAL	1,756	1,748	1,709	1,701
5	Sch 3A 5 SM COMMERCIAL	1	1	1	2
6	Sch 3 4 LG POWER	334	321	338	347
7	Sch 6 PUBLIC STREET LIGHTS	7	6	9	6
8	Total	<u>28,677</u>	<u>28,479</u>	<u>28,270</u>	<u>27,996</u>

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1 **Item 52)** *Provide a complete description of the financial reporting and*
2 *rate-making treatment of Big Rivers' pension costs.*

3

4 **Response)** Pension benefits are considered payroll related overhead expenses
5 and functionalized to the appropriate RUS labor accounts based on RUS
6 accounting requirements. The pension benefit expense is reported on both Big
7 Rivers' RUS Form 12 and the annual audited Statement of Operations as
8 operation and maintenance expenses according to how labor and related
9 overheads are functionalized during the period. The accrued pension benefit is
10 recorded on the Balance Sheet as a noncurrent asset, current liability, or
11 noncurrent liability based on its funded status and in accordance with SFAS No.
12 158 requirements. If the pension plan is overfunded, the net amount in excess of
13 accrued pension benefits is recorded as a noncurrent asset in RUS Account No.
14 186 and reported on the Big Rivers' RUS Form 12 Balance Sheet as Other
15 Deferred Debits, and reflected in Big Rivers' audited Balance Sheet as Deferred
16 Charges and Other. If the pension plan is underfunded, the accrued pension
17 benefits are recorded as a current or noncurrent liability, as appropriate. The
18 current liability portion of accrued pension benefits is recorded in RUS Account
19 No. 232 and reported on both Big Rivers' RUS Form 12 and annual audited
20 Balance Sheets as Accounts Payable. The noncurrent liability portion of accrued
21 postretirement benefit liability is recorded in RUS Account No. 228 and reported
22 on Big Rivers' RUS Form 12 Balance Sheet as Accumulated Operating Provisions

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1 and Asset Retirement Obligations, and reflected in Big Rivers' audited Balance
2 Sheet as Other Liabilities.

3

4

5 **Witness)** James V. Haner

6

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1 **Item 53) *For each of the following Statement of Financial Accounting***
2 ***Standards ("SFAS"), provide the information listed concerning***
3 ***implementation by Big Rivers.***

4
5 ***a. SFAS No. 106, "Employers' Accounting for Postretirement***
6 ***Benefits Other Than Pensions."***

7 ***(1) The date that Big Rivers adopted the SFAS.***

8 ***(2) The effect on the financial statements.***

9 ***(3) Whether the base period or forecasted test period***
10 ***includes any impact of the implementation. If so,***
11 ***provide a detailed description of the impact.***

12 ***b. SFAS No. 112, "Employers' Accounting for Postretirement***
13 ***Benefits."***

14 ***(1) The date that Big Rivers adopted the SFAS.***

15 ***(2) The effect on the financial statements.***

16 ***(3) Whether the base period or forecasted test period***
17 ***includes any impact of the implementation. If so, provide***
18 ***a detailed description of the impact.***

19 ***c. SFAS No. 143, "Accounting for Asset Retirement***
20 ***Obligations."***

21 ***(1) The date that Big Rivers adopted the SFAS.***

22 ***(2) The effect on the financial statements.***

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- 1 *(3) Whether the base period or forecasted test period*
2 *includes any impact of the implementation. If so, provide*
3 *a detailed description of the impact.*
- 4 *d. A schedule comparing the depreciation rates utilized by Big*
5 *Rivers prior to and after the adoption of SFAS No. 143. The*
6 *schedule should identify the assets corresponding to the*
7 *affected depreciation rates.*
- 8 *e. SFAS No. 158, "Employers' Accounting for Defined Benefit*
9 *Pension and Other Postretirement Plans."*
- 10 *(1) The date that Big Rivers adopted the SFAS.*
11 *(2) The effect on the financial statements.*
12 *(3) Whether the base period or forecasted test period*
13 *includes any impact of the implementation. If so,*
14 *provide a detailed description of the impact.*

15

16 **Response)**

- 17 a. SFAS No. 106, "Employers' Accounting for Postretirement
18 Benefits Other Than Pensions.
- 19 (1) Big Rivers adopted SFAS No. 106 effective as of January 1,
20 1993.
- 21 (2) Postretirement benefits are considered payroll related
22 overhead expenses and functionalized to the appropriate RUS

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1 labor accounts based on RUS accounting requirements. The
2 postretirement benefit expense is reported on both Big Rivers'
3 RUS Form 12 and annual audited Statement of Operations as
4 operation and maintenance expenses according to how labor
5 and related overheads are functionalized during the period.
6 The accrued postretirement benefit liability is recorded on the
7 Balance Sheet to current or noncurrent liability accounts
8 based on SFAS No. 158 requirements. The current liability
9 portion of accrued postretirement benefits is recorded in RUS
10 Account No. 232 and reported on both Big Rivers' RUS Form
11 12 and the annual audited Balance Sheets as Accounts
12 Payable. The noncurrent liability portion of accrued
13 postretirement benefit liability is recorded in RUS Account No.
14 228 and reported on Big Rivers' RUS Form 12 Balance Sheet
15 as Accumulated Operating Provisions and Asset Retirement
16 Obligations, and reflected in Big Rivers' audited Balance Sheet
17 as Other Liabilities.

18 (3) For the base period and the forecasted test period, SFAS No.
19 106 impacted Big Rivers' Statement of Operations with
20 charges of \$1,877,904, and \$1,324,449, respectively.

21 b. SFAS No. 112, "Employers' Accounting for Postretirement
22 Benefits."

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- 1 (1) Big Rivers adopted SFAS No. 112 effective as of January 1,
2 1994.
- 3 (2) Post-employment benefit expense is recorded in RUS Account
4 No. 926 and reported on Big Rivers' RUS Form 12 Statement
5 of Operations as Operating Expense – Administrative &
6 General, and reflected in Big Rivers' annual audited
7 Statement of Operations as Transmission and Other. The
8 accrued post-employment benefit liability is recorded in RUS
9 Account No. 228 and reported on Big Rivers' RUS Form 12
10 Balance Sheet as Accumulated Operating Provisions and Asset
11 Retirement Obligations, and reflected in Big Rivers' audited
12 Balance Sheet as Other Liabilities.
- 13 (3) For the base period and the forecasted test period, SFAS No.
14 112 impacted Big Rivers' Statement of Operations with
15 charges of \$486,628, and \$300,000 respectively.
- 16 c. SFAS No. 143, "Accounting for Asset Retirement Obligations."
- 17 (1) Big Rivers adopted SFAS No. 143 as of January 1, 2003.
- 18 (2) As a result of the adoption of SFAS No. 143, no legal
19 obligations, as defined by the accounting standard, were
20 identified and accordingly the adoption of the standard had no
21 effect on Big Rivers' financial statements.

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- 1 (3) The base period and forecasted test period are not impacted as
2 a result of the implementation of SFAS No. 143.
- 3 d. The attached schedule compares the depreciation rates utilized by
4 Big Rivers prior to and after the adoption of SFAS No. 143. A
5 review of the schedule reflects no changes in the depreciation
6 rates as a result of adopting SFAS No. 143.
- 7 e. SFAS No. 158, "Employers' Accounting for Defined Benefit
8 Pension and Other Postretirement Plans."
- 9 (1) Big Rivers adopted SFAS No. 158 for the year ended December
10 31, 2007.
- 11 (2) SFAS No. 158 requires Big Rivers to recognize the funded
12 status of its defined benefit pension plans and other
13 postretirement plans on its Balance Sheet. SFAS No. 158
14 defines the funded status of a defined benefit pension plan as
15 the fair value of its assets less its projected benefit obligation,
16 which includes projected salary increases; and defines the
17 funded status of any other postretirement plan as the fair
18 value of its assets less its accumulated postretirement benefit
19 obligation. At December 31, 2012, Big Rivers' defined benefit
20 pension plans were recorded with both a "current liability"
21 portion (amounts anticipated to be paid in 2013) and a
22 "noncurrent liability" portion (amounts anticipated to be paid

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1 after 2013). These defined benefit pension plan liabilities were
2 offset on the Balance Sheet with a charge to "accumulated
3 other comprehensive income". Big Rivers' postretirement
4 benefit is unfunded and was recorded in 2012 with both a
5 "current liability" portion (amounts anticipated to be paid in
6 2013) and a "noncurrent liability" portions (amounts
7 anticipated to be paid after 2013). These postretirement
8 benefit liabilities were offset by a charge to "accumulated other
9 comprehensive income".

10 (3) SFAS No. 158 recognizes on Big Rivers' Balance Sheet the
11 funded status of its defined benefit pension plans and other
12 postretirement plans. There are no additional costs related to
13 the Big Rivers' defined benefit pension plans and other
14 postretirement plans as the result of adopting SFAS No. 158.
15 Therefore, there are no costs related specifically to the
16 adoption of SFAS No. 158 included in the base period or
17 forecasted test period.

18
19
20 **Witnesses)** James V. Haner and Billie J. Richert
21

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1 **Item 54) *Provide the following information concerning the costs for the***
2 ***preparation of this case:***

3
4 ***a. A detailed schedule of expenses incurred to date for the***
5 ***following categories:***

6 ***(1) Accounting;***

7 ***(2) Engineering;***

8 ***(3) Legal;***

9 ***(4) Consultants; and***

10 ***(5) Other Expenses (Identify separately).***

11 ***For each category, the schedule should include the date of***
12 ***each transaction; check number or other document***
13 ***reference; the vendor, the hours worked; the rates per hour;***
14 ***amount, a description of the services performed; and the***
15 ***account number in which the expenditure was recorded.***
16 ***Provide copies of contracts or other documentation that***
17 ***support charges incurred in the preparation of this case.***
18 ***Identify any costs incurred for this case that occurred***
19 ***during the base period.***

20 ***b. An itemized estimate of the total cost to be incurred for this***
21 ***case. Expenses should be broken down into the same***
22 ***categories as identified in (a) above, with an estimate of the***

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1 *hours to be worked and the rates per hour. Include a*
2 *detailed explanation of how the estimate was determined,*
3 *along with all supporting workpapers and calculations.*

4 *c. Provide monthly updates of the actual costs incurred in*
5 *conjunction with this rate case, reported in the manner*
6 *requested in (a) above. Updates will be due when Big*
7 *Rivers files its monthly financial statements with the*
8 *Commission, through the month of the public hearing.*

9
10 **Response)**

11 a. A detailed schedule of third-party costs incurred by Big Rivers, by
12 invoice, for this proceeding for the period July 2012 through
13 November 2012 is attached hereto. Copies of each invoice in
14 support of all charges are also attached. Big Rivers has redacted
15 certain descriptions of time entries on the basis of relevancy,
16 attorney work product, and attorney-client privilege. Copies of
17 contracts and other documentation supporting the charges are
18 attached to the response to Item 45. All of the costs reflected in
19 this response were incurred during the base period.

20 b. The total projected expenses for professional services to be
21 incurred for this case are approximately \$1.6 million. This
22 amount includes estimated expenses for: (i) direct legal expenses

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1 associated with this case, (ii) the completion of a cost of service
2 study required as part of this case, (iii) the completion of a
3 depreciation study also required as part of this case, and (iv)
4 additional/potential expert witnesses and/or consultants needed
5 during the course of this case.

6 The total estimate for professional service expenses to be
7 incurred for this case was developed based on a variety of factors
8 including, but not limited to: (i) Big Rivers' experience in previous
9 rate case proceedings, (ii) analysis of the various filing
10 requirements and anticipated workloads, (iii) additional
11 complexities associated with a rate case using a fully forecasted
12 test period, and (iv) hourly rate information provided by external
13 service providers. An itemized estimate of the total cost to be
14 incurred for this case, including an estimate of the hours to be
15 worked and rates per hour, is provided as an attachment to this
16 response. The supporting workpapers, used to develop the
17 estimated professional service expenses to be incurred for this
18 case, are also included as a separate attachment to this response.

- 19 c. Big Rivers will provide monthly updates of the actual costs
20 incurred in conjunction with this rate case, in the format set forth
21 in (a) above.
22

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1 **Witness)** Albert M. Yockey

2

Big Rivers Electric Corporation
Case No. 2012-00535
Detailed Schedule of Rate Case Costs Incurred-To-Date

Line No.	Month Booked	Check Number	Vendor	Invoice Number	Amount	Account	Description	Base Period
1	Jul-2012	520878	Catalyst Consulting LLC	112	\$ 1,312.50	186	Consulting	Note 1
2	Jul-2012	521251	Sullivan, Mountjoy, Stainback & Miller	113,893	638.00	186	Legal	Note 1
3	Aug-2012	521895	Catalyst Consulting LLC	118	2,953.18	186	Consulting	Note 1
4	Aug-2012	521900	Sullivan, Mountjoy, Stainback & Miller	114,297	1,372.00	186	Legal	Note 1
5	Sep-2012	522759	American Management Consulting LLC	02A	2,065.00	186	Consulting	Note 1
6	Sep-2012	522792	Catalyst Consulting LLC	123	6,784.93	186	Consulting	Note 1
7	Sep-2012	522956	Sullivan, Mountjoy, Stainback & Miller	114,812	7,124.50	186	Legal	Note 1
8	Oct-2012	524224	Catalyst Consulting LLC	128	21,619.44	186	Consulting	Note 1
9	Oct-2012	524537	Sullivan, Mountjoy, Stainback & Miller	115,160	23,574.60	186	Consulting	Note 1
10	Nov-2012	525277	Burns and McDonnell Engineering Co., Inc.	70000-1	10,245.30	186	Engineering	
11	Nov-2012	525720	Burns and McDonnell Engineering Co., Inc.	70000-2	21,418.25	186	Engineering	
12	Nov-2012	525279	Catalyst Consulting LLC	131	36,477.04	186	Consulting	
13	Nov-2012	525292	Dinsmore & Shohl LLP	2964566	19,141.20	186	Legal	
14	Nov-2012	525394	Orrick, Herrington & Sutcliffe	1393666	12,605.44	186	Legal	
15	Nov-2012	525435	Sullivan, Mountjoy, Stainback & Miller	115,579	20,662.50	186	Legal	
16			Total - July 2012 through November 2012		\$ 187,993.88			
17								

Notes(s): 1.- Costs associated with this Rate Case are currently booked to a deferred debit account on the balance sheet pending approval from the Public Service Commission of Kentucky to defer costs in a regulatory asset to be amortized over three years.

Big Rivers Electric Corporation
Case No. 2012-00535
Cost Estimate of Third-Party Engineering, Legal and Consulting for Case No. 2012-00535

Line No.	Vendor	# Hours	Rate/Hour	Amount	Description
1	Burns & McDonnell Engineering Co., Inc.				Engineering
2	Director	76.0	\$ 207.00	\$ 15,732.00	Engineering
3	Project Manager	354.0	\$ 172.00	60,888.00	Engineering
4	Engineer	40.0	\$ 161.00	6,440.00	Engineering
5	Project Analyst	67.0	\$ 111.00	7,437.00	Engineering
6	Out-of-Pocket Expenses			9,800.00	
7	Total Burns & McDonnell Engineering Co., Inc.	537.0		\$ 100,297.00	Engineering
8					
9	Catalyst Consulting LLC				
10	Consultant	1,709.0	\$ 175.00	\$ 299,075.00	Consulting
11	Associate (1)	316.4	\$ 175.00	55,370.00	Consulting
12	Associate (2)	316.4	\$ 150.00	47,460.00	Consulting
13	Out-of-Pocket Expenses			9,350.00	Consulting
14	Total Catalyst Consulting LLC	2,341.8		\$ 411,255.00	Consulting
15					
16	Dinsmore & Shohl LLP				Legal
17	Partner	1,160.0	\$ 280.00	\$ 324,800.00	Legal
18	Associate(s)	694.0	\$ 250.00	173,500.00	Legal
19	Paralegal(s)	72.0	\$ 190.00	13,680.00	Legal
20	Out-of-Pocket Expenses			9,100.00	Legal
21	Total Dinsmore & Shohl LLP	1,926.0		\$ 521,080.00	Legal
22					

Big Rivers Electric Corporation
Case No. 2012-00535
Cost Estimate of Third-Party Engineering, Legal and Consulting for Case No. 2012-00535

Line No.	Vendor	# Hours	Rate/Hour	Amount	Description
23	Sullivan, Mountjoy, Stainback & Miller, P.S.C.				Legal
24	Partner	1,103.0	\$ 220.00	\$ 242,660.00	Legal
25	Attorney	1,022.0	\$ 170.00	173,740.00	Legal
26	Associate(s)	254.0	\$ 130.00	33,020.00	Legal
27	Out-of-Pocket Expenses			5,200.00	Legal
28	Total Sullivan, Mountjoy, Stainback & Miller, P.S.C.	2,379.0		\$ 454,620.00	Legal
29					
30	ACES Power Marketing LLC				Consulting
31	Consultant			\$ 39,700.00	Consulting
32	Out-of-Pocket Expenses			3,240.00	Consulting
33	Total ACES Power Marketing LLC			\$ 42,940.00	Consulting
34					
35	Other				
36	Expert Witnesses	277.0	\$ 185.00	\$ 51,245.00	Legal/Consulting
37	Out-of-Pocket Expenses			4,540.00	Legal/Consulting
38	Total Other	277.0		\$ 55,785.00	Legal/Consulting
39					
40					
41	Total Estimated Cost	7,460.8		\$ 1,585,977.00	

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1 **Item 55)** *Concerning depreciation, provide the following information:*

2

3 *a. A copy of Big Rivers' most recent depreciation study. If no*
4 *such study exists, provide a copy of Big Rivers' most recent*
5 *depreciation schedule. The schedule should include a list*
6 *of all facilities by account number, service life and accrual*
7 *rate for each plant item, the methodology that supports the*
8 *schedule, and the date the schedule was last updated.*

9 *b. Information for plotting depreciation guideline curves in*
10 *accordance with RUS Bulletin 183-1 for the most recent 12*
11 *months for which information is available. Provide*
12 *information separately for production plant and*
13 *transmission plant as shown in Schedule 14.*

14

15 **Response)**

16 a. A copy of Big Rivers' most recent depreciation study was attached
17 to the Direct Testimony of Mr. Ted J. Kelly (Exhibit Kelly-1) in
18 Big Rivers' Application, Volume No. 5 of 5, Tab No. 71.

19 b. The attached schedule contains the information for plotting
20 depreciation guideline curves in accordance with RUS Bulletin
21 183-1 for the most recent 12 months ended.

22

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1 **Witness)** Ted J. Kelly

2

Big Rivers Electric Corporation
Case No. 2012-00535
Data for Depreciation Guideline Curve
RUS Bulletin 183-1

12 Months Ended	Plant In Service (a)	Accumulated Provision For Depreciation Plant in Service (b)	Reserve Ratio (c) = (b) / (a)	Ratio of Current Plant In Service to Plant In Service Ten Years Prior (d)
<u>Production Plant</u>				
11/30/2012	1,715,293,817	835,643,169	48.72%	1.29
11/30/2002	1,334,327,725	641,759,340	48.10%	
<u>Transmission Plant</u>				
11/30/2012	248,275,524	117,280,464	47.24%	1.23
11/30/2002	201,153,978	83,808,591	41.66%	

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Attachment for Response to PSC 1-55(b)

Witness: Ted J. Kelly

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1 **Item 56) *Regarding demand-side management, conservation and***
2 ***energy efficiency programs, provide the following:***

- 3
- 4 ***a. A list of all programs currently offered by Big Rivers and its***
5 ***member cooperatives.***
- 6 ***b. The total cost incurred for these programs by Big Rivers in***
7 ***each of the three most recent calendar years.***
- 8 ***c. The total demand and energy reductions realized through***
9 ***these programs in each of the three most recent calendar***
10 ***years.***
- 11 ***d. The total cost for these programs included in the proposed***
12 ***forecasted test period and the expected demand and energy***
13 ***reductions to be realized therefrom.***
- 14

15 **Response)**

- 16 **a. Big Rivers offers the Demand-Side Management/Energy**
17 **Efficiency ("DSM/EE") Programs, listed in the table on the**
18 **following page, through its Member Cooperatives. Each Member**
19 **Cooperative is able to select those DSM/EE Programs it wishes to**
20 **offer in its service area.**
- 21
- 22

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1

Big Rivers Demand-Side Management/Energy Efficiency Programs

Residential Lighting Replacement Program (CFL distribution)
Residential ENERGY STAR® Clothes Washer Replacement
Residential ENERGY STAR® Refrigerator Replacement
Residential ENERGY STAR® Heating, Ventilation and Air Conditioning (HVAC) Program
Residential Weatherization Program - Primary Heating Electric
Residential Weatherization Program - Primary Heating Gas
Residential Touchstone Energy® New Home Construction Program
Residential and Commercial HVAC & Refrigeration Tune-Up Program
Commercial/Industrial High Efficiency Lighting Replacement Program
Commercial/Industrial General Energy Efficiency Program

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3

4

5

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Details about these programs are shown on Sheet No. 3 through
Sheet No. 20 of Big Rivers Proposed Tariff filed at Big Rivers Rate
Application Tab 8.

- b. The total cost incurred for these DSM/EE Programs for the three
most recent calendar years is as follow:

Big Rivers DSM/EE Program Costs	
2010	\$ 0
2011	\$303,357
2012	\$616,957

9

10

11

12

13

- c. Big Rivers has realized the following demand and energy
reductions in the three most recent calendar years:

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Big Rivers DSM/EE Programs Demand/Energy Reductions		
	Incremental kW Demand Reduction	Incremental MWh Energy Reduction
2010	0	0
2011	582	2,426
2012	1,238	4,967

- d. The demand and energy reduction for the forecasted test period area as follows:

Big Rivers DSM/EE Programs Demand/Energy Reductions – Forecasted Test Period 12 ME 8/31/2014		
	Incremental kW Demand Reduction	Incremental MWh Energy Reduction
	2,886	11,352

The amount of DSM/EE Program cost in the forecasted test period budget is \$1,131,314. Of this amount, \$131,314 was adjusted out of the forecasted test period as a pro forma adjustment, leaving the \$1,000,000, the annual DSM/EE Program amount approved by the Commission in its November 2011 Order in Case No. 2011-0036, in the forecasted test period. Supporting schedules for individual adjustments are included in Exhibit Wolfram-2 of the Direct Testimony of Mr. John Wolfram, Tab No. 24 of Big Rivers' Rate Application.

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1 **Witness)** Albert M. Yockey

2

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1 **Item 57)** *To the extent not included in other responses, provide all*
2 *workpapers, calculations, and assumptions Big Rivers used to develop its*
3 *forecasted test period and financial information.*

4

5 **Response)** Please find the requested workpapers, calculations, and assumptions
6 files, provided in electronic format with formulas intact, on the CDs accompanying
7 these responses, one of which is a CONFIDENTIAL CD which is filed with a
8 Petition for Confidential Treatment.

9

10

11 **Witnesses)** DeAnna M. Speed, Travis A. Siewert, and
12 John Wolfram

13