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PUBLIC SERVICE COMMISSION

BIG RIVERS ELECTRIC CORPORATION

OF

HENDERSON, KENTUCKY

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

ELECTRIC SERVICE

AT

BRECKINRIDGE, CALDWELL, CRITTENDEN, DAVIESS, GRAYSON, HANCOCK, HARDIN, HENDERSON, HOPKINS, LYON, MCLEAN, MEADE, MUHLENBERG, OHIO, UNION, MCCRACKEN, LIVINGSTON, BALLARD, CARLISLE, MARSHALL, GRAVES AND WEBSTER COUNTIES

FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued October 9, 2008 **Effective** July 17, 2009

By Big Rivers Electric Corporation
(Name of Utility)

By Authority of PSC in Case No. 2007-00455, Order dated March 6, 2009

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A. SPECIAL RULES - ELECTRICAL SERVICE

1. Billing Demand:

a. For purposes of establishing billing demands, all delivery points shall be classified into one of three categories, as follows:

(1) Intentionally Left Blank.

(2) Large Industrial Customer Delivery Points (i.e., a single large industrial customer taking service from a dedicated delivery point as described in Section 7.a.).

(3) Rural Delivery Points (i.e. all delivery points not described in (1) or (2) of this paragraph 1.a.)

Unless specifically stated otherwise in a rate schedule to this tariff, Billing Demands shall be determined as follows:

(1) Intentionally Left Blank.

(2) Large Industrial Customer Delivery Points -- The maximum integrated thirty-minute demand at each delivery point during each month, or the contract demand, whichever is greater.

(3) Rural Delivery Points -- The monthly rural Billing Demand for each distribution cooperative shall be the maximum integrated thirty-minute coincident demand of its rural delivery points.

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2. Contract Demand:

Upon mutual agreement with Member, a Contract Demand may be established for certain customers.

3. Metering:

The Seller shall meter all power and energy at voltage as mutually agreed to with the Member. Meters and metering equipment shall be furnished, maintained and read or caused to be furnished, maintained and read by the Seller.

4. Electric Characteristics and Delivery Point(s):

Electric power and energy to be furnished hereunder shall be alternating current, three-phase, sixty Hertz. The Seller shall make and pay for all final connections between the systems of the Seller and the Member at the point(s) of delivery. The parties will specify the initial points of delivery, delivery voltages and capacity prior to the commencement of service hereunder. Additional points shall be agreed upon by the Seller and the Member from time to time.

5. Substations:

The Member shall install, own and maintain the necessary substation equipment at the point(s) of connection unless otherwise agreed to by Seller. The Seller shall own and maintain switching and protective equipment which may be reasonably necessary to enable the Member to take and use the electric power and energy hereunder and to protect the system of the Seller.

6. Rate:

The Board of Directors of the Seller at such intervals as it shall deem appropriate, but in any event not less frequently than once in each calendar year, shall review the rate for lectric power and energy furnished hereunder and, if necessary, shall revise such rate so that it shall produce revenues which shall be sufficient, but only sufficient, to meet the

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cost of operation and maintenance (including without limitation, replacements, insurance, taxes, and administrative and general overhead expenses) of the generating plant, transmission system and related facilities of the Seller, the cost of any power and energy purchased for resale hereunder by the Seller, the cost of transmission service, make payments on account of principal of and interest on all indebtedness of the Seller, and to provide for the establishment and maintenance of reasonable reserves. The Seller shall cause a notice in writing to be given to the Member, which shall set out all the proposed revisions of the rate.

7. Discount Adjustment:

At the discretion of the Board of Directors, and with the prior approval of the Public Service Commission, an appropriate discount may be authorized at such time as substantial application of the rate indicates revenues in excess of projected and relative levels of the rate design.

8. Meter Testing and Billing Adjustment:

Unless specifically stated otherwise in a contract or rate schedule to this tariff, the Seller shall test and calibrate meters in accordance with the provisions of 807 KAR 5:041, Sections 15 and 17. The Seller shall also make special meter tests at any time at the Member's request. The costs of all tests shall be borne by the Seller; provided, however, that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse the Seller for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Member and the Seller shall agree as to the amount of energy furnished during such period and the Seller shall render a bill therefore.

9. Monitoring Uses:

Seller shall review member's usage by comparing the metered energy and demand for the current month to the previous month's metered amounts. Consideration is given for

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monthly deviations due to temperature related increases or decreases, along with a comparison to other sites with similar load patterns. A second comparison is made between the current month's usage and the previous year's data, when demand or energy levels appear to be out of line. Additionally, two of the member cooperatives have SCADA systems which provide hourly printouts of usage and at times are used for comparison whenever there appears to be a metering deviation.

A meter test is performed whenever there appears to be a potential metering problem. Seller shall review all special metering situations which affect demand and energy quantities applicable to the billing period. A written determination shall accompany the bill explaining any adjustment or calculation that was made.

10. Notice of Meter Reading or Test:

The Seller shall notify the Member in advance of the time of any meter reading or test so that the Member's representative may be present at such meter reading or test.

11. Power Factor:

Unless specifically stated otherwise in a rate schedule to this tariff, the Member shall at all times take and use power in such manner that the power factor at the time of maximum demand shall not be less than 90 percent (90%) leading or lagging.

If, at the time of maximum demand, power is taken at a power factor less than 90 percent (90%) leading or lagging, the Seller may adjust the maximum measured demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

The power factor shall be measured at the time of maximum demand.

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12. Right of Access:

Duly authorized representatives of either party hereto shall be permitted to enter the premises of the other party hereto at all reasonable times in order to carry out the provisions hereof.

13. Continuity of Service:

The Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, the Seller shall not be liable therefor, or for damages caused thereby. The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws, or proclamations of governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of the Seller, whether like or unlike those herein enumerated.

14. Payment of Bills:

The Seller shall read meters monthly. Unless stated otherwise by a rate schedule to this tariff, electric power and energy furnished hereunder shall be paid for in Seller's designated office in immediately available funds monthly on or before the first working day after the twenty-fourth (24th) day of the month following service. If the Member shall fail to pay any such bill within such prescribed period, the Seller may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of the Member to pay the minimum bill.

15. Transmission Emergency Control Program:

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a. Purpose:

To provide a plan for the systematic expeditious restoration of electric service following a transmission system disturbance.

b. Procedures:

(1) Awareness:

The first indication of a transmission system disturbance will most likely be displayed on Big Rivers system supervisor's SCADA system. From the SCADA alarms, the system supervisor can determine the general nature and extent of the disturbance.

(2) Localized Emergency:

If the disturbance is localized, the system supervisor will proceed to sectionalize the faulted line sections by use of his SCADA system, radio controlled switches and manually operated line switches. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric energy provided to Big Rivers' member distribution cooperatives and any other wholesale customers in a manner consistent with the Big Rivers' Open Access Transmission Tariff curtailment provisions. Big Rivers' transmission department personnel, as well as the member cooperative personnel, will be dispatched to carry out any required manual switching operations. The Transmission Department is notified of the faulted line sections and performs the required line repairs and releases the line to the system supervisor for re-energization.

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(3) Widespread Emergency:

When the system supervisor recognizes widespread transmission disturbances or the loss of service to multiple distribution substations, he declares an "extreme transmission emergency".

Upon declaration of an extreme transmission emergency, the service restoration coordinator (SRC) is notified and immediately assumes an operating position in the energy control area.

The system supervisor proceeds to sectionalize the line sections and restore service to as many substations as possible. In sectionalizing faulted line sections, the system supervisor will attempt to sectionalize in such a way to minimize the interruption of electric service provided to Big Rivers' member distribution cooperatives and other transmission customers.

The SRC establishes and maintains contact with the appropriate personnel from the affected member cooperative(s), appropriate Big Rivers' Transmission department personnel, and the system supervisor. Restoration continues with the following steps:

(a) The SRC coordinates the efforts of the transmission department and member cooperatives(s) to determine the full extent of system damage. an estimate is made of the time to restore full service to the distribution substations using only Big Rivers and available cooperative work forces.

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(b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the transmission department and the member cooperative coordinator(s), determines what additional equipment and labor is needed.

(c) The SRC conveys to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.

(d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected member cooperative coordinators who will have prioritized the restoration of their affected substations. The member cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.

(e) The SRC monitors the progress of the restoration effort and conveys this information to the appropriate individuals for public dissemination.

(f) Upon completion of restoration of service, the emergency is declared ended.

(g) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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16. Generation Deficiency Emergency Control Program:

a. Purpose:

To provide a plan to recover from generation deficiencies other than deficiencies caused by fuel shortages.

(b) Procedures:

(1) Awareness:

When the level of available generation power becomes insufficient to meet the projected total system sales, the following steps will be followed in the sequence listed until the generation and load are equal.

(2) Sequential Steps of Action:

(a) Determine capacity shortage based on generation limitations, pending weather forecast conditions and forecasted load requirements.

(b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).

(c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

(d) Curtail off-system short-term capacity sales.

(e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup of reserve generation (if any) will be initiated only to serve firm load requirements.

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(f) Start combustion turbine.

(g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.

(h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.

(i) Issue public appeals for all member cooperative consumers, to reduce power usage on a voluntary basis, including direct calls to large industrial consumers, including implementing procedures of the Seller's Voluntary Price Curtailable Service Rider.

(j) Initiate a voltage reduction action through Big Rivers' transmission facility controls as well as working with the member cooperative representatives to accomplish this action at the distribution substations.

(k) Implement curtailment of off-system firm power sales.

(l) Implement curtailment of power to industrial consumers (on a rotating type basis as needed.)

(m) Request load curtailment of member cooperatives. Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

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17. Fuel Emergency Control Program:

a. Purpose:

To provide a plan for reducing the consumption of electric energy on Big Rivers Electric Corporation (Big Rivers) system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or severe weather.

b. Procedures:

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, Big Rivers shall review the inventory of its fuel stock to determine the quantity and quality of the recoverable fuel. This review shall be completed within the thirty (30) day period prior to the anticipated start of the emergency and the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation of the "day's operation" of remaining coal inventory.

(1) To be initiated when fuel supplies are less than 30 days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:

(a) Advise all Member Cooperatives of the number of day's burn remaining.

(b) Optimize the use of non-coal-fired generation to the extent possible.

(c) For individual plants with coal inventories significantly under Big

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Rivers' average days supply, modify economic dispatch procedures to conserve coal at those locations.

(d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

(e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.

(2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:

(a) Advise all Member Cooperatives of the number of days' burn remaining.

(b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.

(c) Curtail off-system short-term capacity sales.

(d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).

(e) Investigate possible fuel exchanges/purchases with neighboring utilities.

(f) Thorough use of the news media and working with the member distribution system contracts direct consumers appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

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(3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:

(a) Advise all Member Cooperatives of the number of days' burn remaining.

(b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.

(c) Implement curtailment of off-system firm power sales.

(4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.

(a) Advise all Member Cooperatives of number of days' burn remaining.

(5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:

(a) Advise all Member Cooperatives that this level of fuel supplies has been reached.

(b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the KPSC or FERC.

(c) Implement rolling native load curtailments.

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(d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection plant facilities, and employees' security.

(5) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:

(a) Advise all Member Cooperatives that this level of fuel supplies has been reached.

(b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.

(c) Termination of Energy Emergency:

The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

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B. SPECIAL RULES - CABLE TELEVISION ATTACHMENT

1. Establishing Pole Use:

a. Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.

b. Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.

c. Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.

c. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

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e. All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.

f. Any changes necessary for correction of a substandard installation made by the CATV operator, where notice of intent had not been given, shall be billed at an amount equal to twice the charges that would have been imposed if the attachment had been properly authorized.

2. Easements and Rights-of-Way:

Big Rivers does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and should the CATV operator at any time be prevented from placing or maintaining its attachments on Big Rivers' poles, no liability on account thereof shall attach to Big Rivers. Each party shall be responsible for obtaining its own easements and rights-of-way.

3. Maintenance of Poles, Attachments and Operation:

a. Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocation shall be made by Big Rivers at its own expense, except that each party shall bear the cost of transferring its own attachments.

b. Whenever it is necessary to replace or relocate a pole, Big Rivers shall, before making such replacement or relocation, give forty-eight (48) hours' notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified, Big Rivers may elect to do such work and the CATV operator shall pay Big Rivers the cost thereof. Big Rivers shall not be liable for any consequential damages which may result therefrom.

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c. Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.

d. Big Rivers reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Big Rivers shall not be liable to the CATV operator for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Big Rivers' control.

4. Inspections:

a. Periodic Inspection:

Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.

b. Make-Ready Inspection:

Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.

5. Insurance or Bond:

a. The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor,

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by reason of (1) injuries or deaths to persons, (2) damages to or destruction of properties, (3) pollutions, contaminations of or other adverse effects on the environment or (4) violations of governmental laws, regulations or orders whether suffered directly by Big Rivers itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of Big Rivers, either solely or in concurrence with any alleged joint negligence of Big Rivers. Big Rivers shall be liable for its sole active negligence.

b. The CATV operator will provide coverage as follows from a company authorized to do business in the Commonwealth of Kentucky:

(1) Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.

(2) Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of $1,000,000 for each person and $1,000,000 for each accident or personal injury or death, and $25,000 as to the property of any one person, and $100,000 as to any one accident of property damage.

(3) Naming Big Rivers Electric Corporation as an additional insured.

d. Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

> The insurance or bond provided herein shall also be for the benefit of Big Rivers Electric Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be canceled for any cause within thirty (30) days' advance notice being first given to Big Rivers Electric Corporation.

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6. Change of Use Provision:

When Big Rivers requires a change in its facilities for reasons unrelated to CATV operations, the CATV operator shall be given forty-eight (48) hours' notice (except in cases of emergency) in order to accomplish the CATV-related changes. If the CATV operator is unable or unwilling to meet Big Rivers' time schedule for such changes, Big Rivers may do the work and charge the CATV operator its reasonable costs for performing the change of CATV attachments.

7. Abandonment:

a. Should Big Rivers decide to abandon any pole which the CATV operator is utilizing, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Big Rivers has no attachments on such pole, but the CATV operator has not removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless Big Rivers from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and shall pay Big Rivers for such pole an amount equal to Big Rivers' depreciated cost thereof. Big Rivers shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale. Big Rivers reserves the right to abandon and salvage any power line free and clear of any obligations to the CATV operator and upon one year's notice to the CATV operator.

b. The CATV operator may at any time abandon the use of any pole by giving due notice thereof in writing to Big Rivers and by removing therefrom any and all attachment it may have thereon. The CATV operator shall in such case pay Big Rivers the pro rata rental for said pole for the then current billing period.

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8. Right of Others:

Upon notice from Big Rivers to the CATV operator that the use of any pole is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole shall immediately terminate and the CATV operator shall remove its facilities from the affected pole at once. No refund of any rental will be due on account of any removal under these circumstances.

9. Payment of Taxes:

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached facilities, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax, fee or charge levied on Big Rivers' facilities solely because of their use by the CATV operator shall be paid by the CATV operator.

10. Bond or Deposit for Performance:

The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes thereinafter specified in the amount of Five Thousand Dollars ($5,000), evidence of which shall be presented to Big Rivers fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to three (3) months after receipt by Big Rivers of written notice of the desire of the bonding or insurance company to terminate such bond or insurance. Upon receipt of such notice, Big Rivers shall request the CATV operator to immediately remove its cables, wires and all other facilities from all poles of Big Rivers. If the CATV operator should fail to complete the removal of all its facilities from the poles of Big Rivers within thirty (30) days after receipt of such request from Big Rivers, then Big Rivers shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operators wires, cables, fixtures or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to Big Rivers for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

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11. Use of Anchors:

Big Rivers reserves the right to prohibit the use of any anchors by the CATV operator where conditions warrant such action.

12. Discontinuance of Service:

Big Rivers may refuse or discontinue serving an applicant as a customer under the conditions set out in 807 KAR 5:006 Section 11.

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C. ELECTRIC SERVICE

1. Applicable:

In all territory served by Cooperative's transmission system.

2. Availability:

Available only for service to Big Rivers' member rural electric cooperatives subject to the special terms and conditions hereinafter set forth and to such of Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky.

3. Term:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers Electric Corporation, E. ON U.S., and its affiliates (E.ON Entities), approved by the PSC in Case No. 2007-00455.

4. Rates:

a. Intentionally Left Blank.

b. Intentionally Left Blank.

c. For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of the Big Rivers Large Industrial Customer Rate available to Large Industrial Customers as described in Item (7) herein.

d. For all other delivery points, a Monthly Delivery Point Rate consisting of:

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(1) A Demand Charge of:

All kW of billing demand at $7.37 per kilowatt.

Plus,

(2) An Energy Charge of:

All kWh per month at $0.02040 per kWh.

(3) No separate transmission or ancillary services charges shall apply to these rates.

(4) The following adjustment clauses and riders shall apply to service under this tariff:

Fuel Adjustment Clause	Rider No. 17
Environmental Surcharge	Rider No. 16
Rebate Adjustment	Rider No. 15
Unwind Surcredit	Rider No. 19
Member Rate Stability Mechanism	Rider No. 18

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For All Territory Served By
Cooperative's Transmission System
P.S.C.KY.NO. 23

Original SHEET NO. 25

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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(5) Billing Form:

INVOICE
BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42419-0024

TO: Member Distribution
SERVICE FROM mm/dd/yyyy THRU mm/dd/yyyy ACCOUNT COINCIDENTAL PEAK m/dd time

SUBSTATION	COINCIDENTAL KW	kWHh	L.F. COIN.	PREVIOUS READING	PRESENT READING	DIFF.	kW/kWh MULTI.
Rural Delivery Points							
TOTAL	_____	_____					
DEMAND	_____	kW TIMES	$0.00		EQUALS	$0.00	
ENERGY	_____	kW TIMES	$0.00		EQUALS	$0.00	
POWER FACTOR PENALTY	_____	kW TIMES	$0.00		EQUALS	$0.00	
ADJUSTMENT	_____	kW TIMES	$0.00		EQUALS	$0.00	
FUEL ADJUSTMENT CLAUSE	_____	kWh TIMES	$0.00		EQUALS	$0.00	
ENVIRONMENTAL SURCHARGE	_____	kWh TIMES	$0.00		EQUALS	$0.00	
UNWIND SURCREDIT	_____	kWh TIMES	$0.00		EQUALS	$0.00	
MEMBER RATE STABILITY MECHANISM		AMOUNT				$0.00	
REBATE ADJUSTMENT	_____	AMOUNT				$0.00	
ADJUSTMENT	_____	kWh TIMES	$0.00		EQUALS	$0.00	
RURAL ECONOMIC RESERVE	_____	kWh TIMES	$0.00		EQUALS	$0.00	
				TOTAL AMOUNT DUE		$0.00	
				MILLS PER kWh		$0.00	

LOAD FACTOR		POWER FACTOR		
COINCIDENT	BILLED	BASE	AVERAGE	PEAK
0$	0%	0%	0%	0%

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24TH OF THE MONTH.

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By _____
Executive Director

DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009
ISSUED BY _____ Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)
Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

RULES AND REGULATIONS

5. [INTENTIONALLY LEFT BLANK]

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6. [INTENTIONALLY LEFT BLANK]

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7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE:

a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed on and after September 1, 1999 and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

b. Term of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on the day after the date of closing of the transaction between Big Rivers Electric Corporation, E. ON U.S., LLC and its affiliates (E. ON Entities).

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c. Rates:

(1) Rates Separate for Each Large Industrial Customer:

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer contract demand (if any) or metered demand, as applicable.

(2) For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

(a) A Demand Charge of:

All kW of billing demand at $10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at $0.013715 per kWh.

(c) No separate transmission or ancillary services charges shall apply to these rates.

d. Charges:

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge rate contained in Section 7.c.2(a) by the higher of the maximum integrated metered thirty-minute coincident peak demand or the established contract demand, if any, plus an energy charge calculated by multiplying the energy charge contained in Section 7.c.2(b) by the metered consumption of kWh in that month.

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e. The Following adjustment clauses and riders shall apply to service under this tariff.

Fuel Adjustment Clause	Rider No. 17
Environmental Surcharge	Rider No. 16
Rebate Adjustment	Rider No. 15
Unwind Surcredit	Rider No. 19
Member Rate Stability Mechanism	Rider No. 18

f. Billing:

Big Rivers shall bill Member no later than the first working day after the 13th of the month for the previous month service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

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Cooperative's Transmission System
P.S.C.KY.NO. 23

Original SHEET NO. 31

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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g. Billing Form:

INVOICE
BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42419-0024
AMOUNT

To: LARGE INDUSTRIAL CUSTOMER USAGE DEMAND SERVICE TIME FROM DAY MM/DD MM/DD/YY METER THRU MULTIPLIER MM/DD/YYYY kW

ENERGY	PREVIOUS READING	PRESENT READING	DIFFERENCE	MULTI.	kWH
DEMAND	_____	kW TIMES	$0.00	EQUALS	$0.00
ENERGY	_____	kWh TIMES	$0.00	EQUALS	$0.00
POWER FACTOR PENALTY	_____	kW TIMES	$0.00	EQUALS	$0.00
ADJUSTMENT	_____	kW TIMES	$0.00	EQUALS	$0.00
FUEL ADJUSTMENT CLAUSE	_____	kWh TIMES	$0.00	EQUALS	$0.00
ENVIRONMENTAL SURCHARGE	_____	kWh TIMES	$0.00	EQUALS	$0.00
UNWIND SURCREDIT	_____	kWh TIMES	$0.00	EQUALS	$0.00
MEMBER RATE STABILITY MECHANISM		AMOUNT			$0.00
REBATE ADJUSTMENT		AMOUNT			$0.00
ADJUSTMENT	_____	kWh TIMES	$0.00	EQUALS	$0.00
			TOTAL AMOUNT DUE		$0.00
			MILLS PER kWh		$0.00

LOAD FACTOR		POWER FACTOR		
ACTUAL	BILLED	BASE	AVERAGE	PEAK
$0	$0	$0	$0	$0

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DATY AFTER THE 24th OF THE MONTH.

DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009

ISSUED BY Mark A. Bailey Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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B. CABLE TELEVISION ATTACHMENT:

1. Applicability:

In all territory served by Big rivers on poles owned and used by Big Rivers for its electric plant.

2. Availability:

To all qualified CATV operators having the right to receive service.

3. Rental Charge:

The yearly rental charges shall be as follows:

Two-party pole attachment without ground	$3.14
Three-party pole attachment without ground	$2.23
Two-party pole attachment with ground	$3.37
Three-party pole attachment with ground	$2.37
Two-party anchor attachment	$5.56
Three-party anchor attachment	$3.71

4. Billing:

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Payment is due within fifteen (15) days after the bill is mailed. If the CATV operator shall fail to pay any such bill within such fifteen (15) day period, Big Rivers may discontinue service hereunder upon fifteen days' written notice to the CATV operator of its intention to do so.

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5. Specifications:

a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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6. Billing Form:

INVOICE

Cable Television INVOICE NO._____

DESCRIPTION Date_____

Re: Cable Television Attachment Agreement

Yearly rental charge as set forth in Licensor's tariffs as filed and approved with the Public Service Commission. License granted September 6, 1984, Permit No. 001.

Applicable Tariff	Qty	Rate
Two-party pole attachment without ground		$3.14
Three-party pole attachment without ground		$2.23
Two-party pole attachment with ground		$3.37
Three-party pole attachment with ground		$2.37
Two-party anchor attachment		$5.56
Three-party anchor attachment		$3.71

Terms: Net Fifteen (15) Days

Direct any inquiry to Vice President of Finance & Administrative Services
Phone: (270) 827-2561

Total Amount Due: _____

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8. BIG RIVERS COGENERATION AND SMALL POWER PRODUCTION PURCHASE TARIFF – OVER 100 KW:

a. Availability:

Available to any customer of a Member Cooperative who qualifies as a cogenerator or small power producer pursuant to Regulation 807 KAR 5:054 of the Kentucky Public Service Commission.

b. Applicability of Service:

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulations 807 KAR 5:054, and which contracts to sell energy or capacity or both to Big Rivers.

c. Terms and Conditions:

(1) The cogeneration or small power production facility must have a total design capacity over 100 kW.

(2) All power from a QF purchased under this tariff will be sold to Big Rivers.

(3) The QF must provide good quality electric power within a reasonable range of voltage, frequently, flicker, harmonic currents, and power factor.

(4) QF shall provide reasonable protection for Big Rivers and the Member Cooperative's system.

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(5) QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.

(6) QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

QF shall enter into a written contract with Big Rivers. All conditions applying to QF service shall be specified in the contract executed by the parties and are subject to the jurisdiction of the Kentucky Public Service Commission and to Big Rivers' terms and conditions regarding a QF then in effect. For contracts which cover the purchase of energy only, the term shall be one year and shall be self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice. For contracts which cover the purchase of capacity and energy, the term shall be not less than 5 years and self-renewing from year-to-year thereafter unless cancelled by either party with not less than one year's written notice.

d. Definitions:

(1) Big Rivers – "Big Rivers" shall mean Big Rivers Electric Corporation.

(2) Member Cooperatives – As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.

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(3) QF – "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.

(4) Inter Utility Market – "Inter Utility Market" means any supplier of wholesale electric service to Big Rivers other than SEPA and the City of Henderson's Station Two.

e. Rates for Purchases from QFs:

(1) Capacity Purchase Rates:

As long as Big Rivers has surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson's Station Two, the Capacity Purchase Rate (CPR) will be zero. At such time Big Rivers has no surplus generation from its owned coal fired generation and power available from SEPA and the City of Henderson's Station Two, the hourly avoided capacity cost (ACC) in $ per megawatt hour, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Big Rivers from the Inter-Utility Market (which includes both energy and capacity charges) less Big Rivers' actual variable fuel expense (EPR). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand and Big Rivers' need for capacity in that hour to adequately serve the load.

Determination of CAP:

For the determination of CAP Big Rivers will determine at the time a QF signs a contract to deliver capacity the capacity proposed to be provided by the QF and will cause the QF to enter into a contract stating the CAP

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limits. Big Rivers will pay for CAP at the above stated rate only when Big Rivers' owned and previously arranged for capacity is not sufficient to meet its system demand.

(2) Firm Energy Purchase Rates:

The Energy Purchase Rates (EPR) in $ per megawatt hour, which is payable to a QF for delivery of energy, shall be equal to Big Rivers' actual variable fuel expenses for Big Rivers' owned coal fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to [EPR x EQF] where EQF is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

f. Payment:

Big Rivers shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within 30 days of the date the bill is rendered.

g. System Emergencies:

During system emergencies, Big Rivers may discontinue purchases or the QF may be required to provide energy or capacity in accordance with 807 KAR 5:054 – Section 6.

h. Interconnection:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 -

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Section 6 and the interconnection agreement.

i. Loss Compensation:

Power and energy purchased by Big Rivers pursuant to this rate schedule which must be transmitted to Big Rivers' transmission system across or through utilities owned by a Member Cooperative shall be subject to an adjustment to reflect losses between the QF and the point of delivery to the Big Rivers transmission system.

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9. BIG RIVERS COGENERATION AND SMALL POWER PRODUCTION SALES TARIFF – OVER 100 KW:

a. Availability:

Available to any Member Cooperative for service to any member of the Member Cooperative with cogeneration and/or small power production facility (i) that has net output of less than 5,000 kW and (ii), which meets the criteria for Qualifying Facility of 807 KAR 5:054 – Section 4. Charges for the services under this tariff to any Member Cooperative for service to any member of the Member Cooperative with a cogeneration and/or small power production facility shall be established by contract.

b. Applicability:

Applicable to purchases made by a Member Cooperative for service to any QF Member of a Member Cooperative with a total capacity requirement of 100 kW or more with on-site generation of 100 kW or more operating in excess of 200 hours per year, electrically engineered so that it can meet part or all of its load with its own generation, for service not covered by one of Big Rivers' other rates. The QF Member shall have the option to provide all or part of its load with its own generation in which case that portion of the QF Member's load requirements not met by the QF, shall be provided to the Member Cooperative under

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this tariff and all requirements for back-up or maintenance service for the QF Member shall be provided under this tariff. Otherwise, the QF Member may sell all of the output of its QF in which case the QF Member's load requirements shall be provided to the Member Cooperative under the terms and conditions of one or more of Big Rivers' standard rates applicable to the load requirements and type of service of the QF Member.

c. Definitions:

(1) Big Rivers – "Big Rivers" shall mean Big Rivers Electric Corporation.

(2) Member Cooperative – As of the effective date of this tariff, "Member Cooperatives" means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.

(3) Off-System Sales Transaction – "Off-System Transaction" means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light.

(4) QF – "QF" means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.

(5) QF Member – "QF Member" means a member of a Member Cooperative with a QF.

(6) Third Party Supplier – "Third Party Supplier" means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light.

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d. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

(1) Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:

(i) Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and

(ii) If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and

(iii) If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and

(iv) Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and

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(2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.

e. For each QF Member, the Member Cooperative will be billed monthly for:

(1) Supplementary Service (capacity and energy).

(2) Unscheduled Back-up Service, if any (capacity charge only).

(3) Maintenance Service (capacity and energy), if any.

(4) Excess Demand, if any.

(5) Additional charges, if any.

f. Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:

(1) Supplementary Service:

Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary

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energy shall be the actual measured energy (adjusted for distribution losses if applicable), excluding Maintenance Energy sold to the QF by the Member Cooperative in each month. The monthly charges for supplementary demand and energy shall be according to the rates set forth in Big Rivers rate schedule C.4.d.

(2) Unscheduled Back-up Service:

Unscheduled Back-up Demand is the QF Member's Maximum Unscheduled Capacity minus the Supplementary Billing Demand for the month. In months in which Maintenance Service has been Scheduled, appropriate credit for Scheduled Maintenance Demand shall be applied to the Unscheduled Back-up Demand such that the Member Cooperative will not be charged for Unscheduled Back-up Demand in addition to Scheduled Maintenance Demand when Scheduled Maintenance Service is being provided. The monthly charges to a Member Cooperative for Unscheduled Back-up Demand shall be:

One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a Third Party supplier to supply the Unscheduled Back-up Service for the QF Members:

Maximum Unscheduled Capacity shall initially be the amount as specified by the QF Member per contract with the Member Cooperative, but in no case less than the actual demand delivered in any month, including the current month. Big Rivers will accept a reduction in the Maximum Unscheduled Capacity upon twelve (12) months advance notice from the Member Cooperative. Said notice must

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specify the reduction in kWs and the basis for the lower requirements. All energy shall be billed as either supplementary energy or maintenance energy.

(3) Maintenance Service:

Maintenance Service shall be available to a Member Cooperative to back-up a QF Member's QF only if the Member Cooperative has scheduled delivery of the maintenance services in advance with Big Rivers. The Member Cooperative may schedule up to four weeks of seven consecutive days each per year of such service for a QF Member, subject to scheduling of such usage by Big Rivers. The Member Cooperative may reschedule at anytime by giving forty-eight (48) hours notice to Big Rivers. Scheduled Maintenance Demand may not exceed the design capacity of the QF Member's QF. Maintenance Service will be available on a on-peak or off-peak basis. The selection of on-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member at any time. The selection of off-peak Maintenance Service entitles the Member Cooperative to schedule the service for the QF Member only during those hours not designated as on-peak. The designated on-peak hours are as follows:

(i) Summer on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from May 1 through September 30.

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(ii) Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.

(iii) Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).

The charges for On-peak Maintenance Service shall be the greater of:

(1) $1.835 PER kW OF Scheduled Maintenance Demand per week, plus

$0.0204 per kWh of Maintenance Energy; or

(2) 110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.

(3) The charges for Off-peak Maintenance Service shall be:

$1.835 per kW of Scheduled Maintenance Demand per week, plus

According to schedule C.4.d.(2) per kWh of maintenance energy shall be the amount of energy purchased by the Member Cooperative for the QF Member in each hour during

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Scheduled Maintenance Service up to but not exceeding the Scheduled Maintenance Demand in each hour.

(4) Excess Demand:

Excess Demand is the amount in any hour by which the actual demand, less any Maintenance Demand, exceeds the previously established Maximum Unscheduled Capacity. Charges for Excess Demand shall be in addition to the charges for Supplementary Service and shall be either:

(i) One hundred-ten percent (110%) of Big Rivers' actual cost, including transmission service, to import energy from a third Party supplier to supply the Excess Demand of the Member Cooperative for the QF Member; or

(ii) If it is not necessary for Big Rivers to import energy from a Third Party Supplier, charges for Excess Demand shall be the greater of: a) $7.37 per kW times the highest Excess Demand recorded during the month: or b) 110% of the highest price received by Big Rivers during an Off-System Sales Transaction during the month times the sum of the Excess Demands measured during the month.

Big Rivers shall be the sole determinant of when and under what circumstances it is required to import energy from a Third Party Supplier to

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provide Excess Demand.

(5) Additional Charges:

Any and all costs incurred by Big Rivers as a result of the QF's failure to generate, including, without limitation, ancillary services necessary to maintain reliability on the Big Rivers' system, shall be charged to the Member Cooperative in addition to all other charges.

(6) Interruptible Service:

Interruptible Supplementary Service or Interruptible Back-up Service will be made available, upon request. Terms and conditions of interruptible service will be as negotiated under special contract according to the terms of 807 KAR 5:054.

g. Interconnections:

Big Rivers requires a three party interconnection agreement between the QF Member, Big Rivers, and the Member Cooperative prior to service under this tariff. Big Rivers shall make interconnections with the Member Cooperative, or the QF Member, or both as required and the QF Member will pay for the interconnection costs in accordance with 807 KAR 5:054 – Section 6 and the interconnection agreement.

h. System Emergencies:

During System Emergencies, Big Rivers may discontinue sales in accordance with 807 KAR 5:054 – Section 6.

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i. Loss Compensation:

Power and energy delivered by Big Rivers pursuant to this rate schedule shall be metered at or compensated to Big Rivers' point of delivery to the Member Cooperative. Where metering of the QF Member's load is at a point of delivery on a Member Cooperative's distribution system, metered demand and energy shall be adjusted to compensate for distribution losses prior to billing hereunder.

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j. BILLING FORM:

INVOICE
BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: COGENERATOR AND SMALL POWER PRODUCER SALES ACCOUNT
DELIVERY POINTS SERVICE FROM / / THRU / /
USAGE:

DEMAND /	TIME / DAY		METER	MULTI.	kW DEMAND
POWER FACTOR	BASE	PEAK		AVERAGE	BILLED
SUPPLEMENTAL DEMAND					kW BILLED
UNSCHEDULED BACK-UP DEMAND					kW BILLED
MAINTENANCE DEMAND					kW BILLED
EXCESS DEMAND					kW BILLED
CUMULATIVE EXCESS DEMAND					kW BILLED
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULTI.	kWh USED
SUPPLEMENTAL ENERGY					kWh USED
MAINTENANCE ENERGY					kWh USED

SUPPLEMENTARY SERVICE

DEMAND	kW	TIMES $____	EQUALS $_____
P/F PENALTY	kW	TIMES $ ____	EQUALS $_____
ENERGY	kWh	TIMES $ ____	EQUALS $_____
SUBTOTAL			$ _____

UNSCHEDULED BACK-UP SERVICE

DEMAND	kW	TIMES $ ____	EQUALS $ _____

MAINTENANCE SERVICE ON-PEAK

DEMAND PER-WEEK (IF APPLICABLE))	kW	TIMES $ ____	EQUALS $ _____
ENERGY (IF APPLICABLE))	kWh	TIMES $ ____	EQUALS $ _____
SCHEDULED ENERGY BLOCK (IF APPLICABLE)			
TOTAL AMOUNT DUE			$ _____

DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009

ISSUED BY Mark A. Bailey Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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For All Territory Served By
Cooperative's Transmission System
P.S.C.KY.NO. 23

Original SHEET NO. 51

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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OFF-PEAK					
DEMAND PER-WEEK	kW	TIMES	$ _____	EQUALS	$ _____
ENERGY	kWh	TIMES	$ _____	EQUALS	$ _____
SUBTOTAL					$ _____
EXCESS SERVICE					
EXCESS DEMAND (IF APPLICABLE))	kW	TIMES	$ _____	EQUALS	$ _____
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	$ _____	EQUALS	$ _____
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES	$ _____	EQUALS	$ _____
TOTAL AMOUNT DUE					$ _____
ADDITIONAL CHARGES					
TOTAL AMOUNT DUE					$ _____

LOAD FACTOR
ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24th OF THE MONTH.

DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009

ISSUED BY Mark A. Bailey Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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10. BIG RIVERS LARGE INDUSTRIAL CUSTOMER EXPANSION RATE:

a. Applicability:

This schedule shall be applicable as follows:

(1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.

(2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.

(3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least

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five (5) MWs greater than the customer's Base Year peak demand; and (iii) the customer requires service through a dedicated delivery point as defined in A.1.a.(2).

b. Availability:

This schedule is available to any of the Member Cooperatives of Big Rivers for service to certain large industrial or commercial loads as specified in item (a) defining applicability. For all loads meeting the applicability criteria below, no other Big Rivers' tariff rate will be available. As an alternative to this rate schedule, the Member Cooperative may negotiate a "Special Contract Rate" with Big Rivers for application on a case by case basis for loads meeting the applicability criteria above.

c. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

(1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.

(2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

d. Definitions:

(1) Base Year – "Base Year" shall mean the twelve (12) calendar months from September 1998 through August 1999.

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(2) Big Rivers – "Big Rivers" shall mean Big Rivers Electric Corporation.

(3) Existing Customer – "Existing Customer" shall mean any customer of a Member Cooperative served as of August 31, 1999.

(4) Member Cooperatives – As of the effective date of this tariff, "Member Cooperatives" shall mean collectively, Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.

(5) New Customer – "New Customer" shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.

(6) OATT – "OATT" shall mean Big Rivers' effective Open Access Transmission Tariff filed at the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission.

(7) SEPA – "SEPA" shall mean the Southeastern Power Administration.

(9) Special Contract Rate – "Special Contract Rate" shall mean a rate negotiated with a Distribution Cooperative to serve the load requirements of a New Customer or an Existing Customer, which will include, upon request by the Distribution Cooperative, rates based on Real Time Pricing.

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e. Expansion Demand and Expansion Energy:

(1) Expansion Demand and Expansion Energy for the load requirements of a New Customer shall be the Member Cooperative's total demand and energy requirements for the New Customer, including amounts sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big Rivers' OATT.

(2) Expansion Demand for the expanded local requirements of an Existing Customer shall be the amount in kW by which the customer's Billing Demand exceeds the customer's Base Year peak demand, plus an additional amount of demand sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big Rivers' OATT. In those months in which there is Expansion Demand, Expansion Energy shall be the amount in kWh by which the customer's kWh usage for the current month exceeds the customer's actual kWh usage for the corresponding month of the Base Year, plus an additional amount of kWh sufficient to compensate for losses on the Big Rivers' transmission system as set forth in Big rivers' OATT.

f. Rates and Charges:

Expansion rate and charges shall be the sum of the following,: including but not limited to Real-Time pricing:

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(1) Expansion Demand and Expansion Energy Rates:

The Expansion Demand rates, Expansion Energy rates, or both shall be established to correspond to the actual costs of power purchased by Big Rivers from Third-Party Suppliers selected by Big Rivers from which Big Rivers procures the supply and delivery of the type and quantity of service required by the Member Cooperative for resale to its customer. Such monthly costs shall include the sum of all Third-Party Supplier charges, including capacity and energy charges, charges to compensate for transmission losses on Third-Party transmission systems, and all transmission and ancillary services charges on Third-Party transmission systems paid by Big Rivers to purchase such Expansion Demand and Expansion Energy and have it delivered to Big Rivers' transmission system.

(2) Expansion Demand Transmission Rate

Big Rivers shall assess unbundled charges for network transmission service on the Big Rivers' Transmission System according to the rates in Big Rivers' OATT applied to each kW taken as Expansion Demand.

(3) Ancillary Services Rates for Expansion Demand and Expansion Energy:

Big Rivers shall assess unbundled rates for all ancillary services required to serve load served under this rate

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schedule. Big Rivers shall supply the following six ancillary services as defined and set forth in Big Rivers' OATT: (1) Scheduling System Control and Dispatch; (2) Reactive Supply and Voltage Control from Generation Sources Services; (3) Regulation and Frequency Response Service; (4) Energy Imbalance Service; (5) Operating Reserve – Spinning Reserve Service; and (6) Operating Reserve – Supplemental Reserve Service.

(4) Big Rivers Adder

In addition to the charges contained in Items 10(f)(1), (2) and (3), Big Rivers shall charge $0.38 per kW/month for each kW billed to the Member Cooperative under this tariff for resale by the Member Cooperative to the qualifying customer.

g. Meters

Big Rivers shall provide an appropriate meter to all Large Industrial Customer Delivery Point customers served under this rate schedule.

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For All Territory Served By
Cooperative's Transmission System
P.S.C.KY.NO. 23

Original SHEET NO. 58

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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g. BILLING FORM:
INVOICE
BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION ACCOUNT
DELIVERY POINTS SERVICE FROM / / THRU / /
USAGE:

DEMAND /	TIME /	DAY	METER	MULTI.		kW DEMAND
POWER FACTOR	BASE	PEAK		AVERAGE		BILLED
EXPANSION DEMAND						kW BILLED
ENERGY	PREVIOUS	PRESENT		DIFFERENCE	MULTI.	kWh USED
EXPANSION ENERGY						kWh USED

EXPANSION DEMAND & EXPANSION ENERGY

EXPANSION DEMAND, INCLUDING LOSSES	kW	TIMES	$ ____	EQUALS	$ _____
P/F PENALTY	kW	TIMES	$ ____	EQUALS	$ _____
EXPANSION ENERGY, INCLUDING LOSSES	kWh	TIMES	$ ____	EQUALS	$ _____
OTHER EXPANSION SERVICE CHARGES				EQUALS	$ _____
SUBTOTAL					$ _____

EXPANSION DEMAND TRANSMISSION

LOAD RATIO SHARE OF NETWORK LOAD $ _____

EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES

SCHEDULING, SYSTEM CONTROL & DISPATCH SERVICE	$ _____
REACTIVE SUPPLY & VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE	$ _____
REGULATION & FREQUENCY RESPONSE SERVICE	$ _____
ENERGY IMBALANCE SERVICE	$ _____
OPERATING RESERVE-SPINNING RESERVE SERVICE	$ _____
OPERATING RESERVE-SUPPLEMENTAL RESERVE SERVICE	$ _____

BIG RIVERS ADDER

EXPANSION DEMAND	kW	TIMES	$ ____	EQUALS	$ _____

TOTAL AMOUNT DUE $ _____

LOAD FACTOR

ACTUAL MILLS PER kWh

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER THE 24th OF THE MONTH.

DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009

ISSUED BY Mark A. Bailey, Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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11. BIG RIVERS ELECTRIC CORPORATION VOLUNTARY PRICE CURTAILABLE SERVICE RIDER:

a. Availability:

This Rider is available to the Member Cooperatives of Big Rivers to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

b. Conditions of Service:

(1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.

(2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.

(3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.

(4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

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(5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.

(6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.

(7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

c. CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperatives shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

(1) The maximum number of hours per day that the CS Customer has the ability to curtail.

(2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.

(3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.

(4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

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(5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands for each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceeding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customer's Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

e. Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

(1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.

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(2) The requested curtailment duration in clock hours to be established by Big Rivers.

(3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.

(4) The Member Cooperative shall specify or arrange for the CS Customer to specify:

a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.

b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

f. Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

g. Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A Statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts – Electric under Other Power Supply

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Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

h. Charges For Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

i. Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

j. Special Terms and Conditions:

CS Customer Information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

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12. INTENTIONALLY LEFT BLANK

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Executive Director

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13. RENEWABLE RESOURCE ENERGY SERVICE TARIFF RIDER:

a. Applicability:

Applicable in all territory served by Big Rivers' member cooperatives.

b. Availability:

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Big Rivers Member purchasing wholesale power for delivery at any Rural Delivery Point or Large Industrial Customer Delivery Point on its system under Rate Schedule C.4.d., Rate Schedule C.7.c. or Rate Schedule 10, subject to Big Rivers' general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term "Renewable Resource Energy" means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term "biomass" means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses, and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

c. Conditions of Service:

(1) Renewable Resource Energy service availability is contingent upon Big Rivers' ability to purchase a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member Cooperative.

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(2) Big Rivers will make Renewable Resource Energy service available to a Member to support a contract for Renewable Resource Energy service entered into between a Member and one of its retail members, and approved by Big Rivers. That contract must commit the Member to sell, and the retail member to buy, Renewable Resource Energy in a specified number of 100 kWh blocks per month for a period for not less than one year. Upon approval of the contract by Big Rivers, the purchase and payment obligations of the retail member stated in that contract (less any retail mark-up of the Member) will become the wholesale take-or-pay obligation of the Member to Big Rivers, until (i) the retail member contract expires by its own terms, or (ii) the termination date for the contract of the retail member specified in a written notice from the Member to Big Rivers, which date is a date no earlier than the date on which the written notice from the Member is received by Big Rivers.

d. Monthly Rate:

The monthly rate for Renewable Resource Energy is the rate in the rate schedule under which the Member is purchasing electricity for its retail member who contracts to purchase Renewable Resource Energy, except that the energy rate is: $5.50 per 100 kWh block ($0.055 per kWh), subject to any adjustment, surcharge or surcredit that is or may become applicable under that wholesale rate schedule. This rate charged to a Member for a kWh of Renewable Resource Energy is in lieu of the energy rate that would otherwise be applicable to that energy purchase under Rate Schedule C.4.d.(2), Rate Schedule C.7.c.(2)(b) or Rate Schedule 10. Renewable Resource Energy purchased by a Member in any month will be conclusively presumed to be the first kilowatt hours delivered to that Member in that month.

e. Billing:

Sales of Renewable Resource Energy are subject to the terms of service and payment of the wholesale rate schedule under which Renewable Resource Energy is purchased.

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15. REBATE ADJUSTMENT:

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Seciton A.7. of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points, served under Rate Schedule C.4.d. and Rate Schedule C.7., respectively.

Definitions:

"Members" are Jackson Purchase Energy Corporation, Kenergy Corp., ("Kenergy"), and Meade County Rural Electric Cooperative Corporation.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements: are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Rebate Adjustment:

In the event that there is a Rebate to the Smelters during a fiscal year under Section 4.9 of the Smelter Agreements, then Big Rivers, subject to approval from its Board of Directors, may request Kentucky Public Service Commission ("Commission") authorization to provide a cash rebate to its Members pursuant to subsection 1 of KRS 278.455. The amount of a Rebate Adjustment, if any, will be the amount approved by order of the Commission. The Rebate Adjustment will be provided as a lump-sum

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credit to Members. Any rebate would be credited to the power bills to Members during a single month of the year. Rebates to Members shall be computed by allocating the total rebate amount to each Member system on the basis of total Unadjusted Billing Revenues received from each Member during the fiscal year for which the rebate amount was established. Unadjusted Billing Revenues shall equal the total of all bills issued to Members for service under Rate Schedules C.4.d.(1) and (2), C.7.C.(2)(a) and (b) and C.13.d. Big Rivers will apply to the Commission for authorization to provide a rebate to Members within six months after the end of the fiscal year. The rebate would then be provided to Members upon receipt of Commission approval.

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16. ENVIRONMENTAL SURCHARGE:

Applicability:

To all Big Rivers Electric Corporation's ("Big Rivers') Members.

Availability:

The Environmental Surcharge ("ES") is a mandatory rider to all sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters, but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

Rate:

The ES shall provide for monthly adjustments based on a charge per kWh equal to the difference between the environmental compliance costs in the base period and in the current period based on the following formula:

$$CESF = \text{Net } E(m)/S(m)$$

$$MESF = CESF - BESF$$

MESF = Monthly Environmental Surcharge Factor
CESF = Current Environmental Surcharge Factor
BESF = Base Environmental Surcharge Factor of $0.00000/kWh

Where E(m) is the total of each approved environmental compliance plan revenue requirement of environmental costs for the current expense month and S(m) is the kWh sales for the current expense month as set forth below.

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Definitions:

(1) E(m) = OE – BAS + (Over)Under Recovery

Where:

(a) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans;

(b) BAS is the net proceeds from By-Products and Emission Allowance Sales, and;

(c) (Over) or Under recovery amount as amortized from prior six-Month period.

(2) Total E(m) is multiplied by the Jurisdictional System Allocation Ratio to arrive at Net E(m)]. The Jurisdictional System Allocation Ratio is the ratio of the kWh sales to Member Systems to which the Surcharge will be applied, ending with the current expense month, divided by the kWh sales to Jurisdictional sales, off-system sales, and Supplemental or Back-Up sales to the Smelters supplied from Big Rivers' generation resources during the month.

(3) Jurisdictional sales S(m) is the kWh sales for Big Rivers for the current expense month.

(4) The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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17. FUEL ADJUSTMENT CLAUSE:

Applicability:

To all Big Rivers Electric Corporation's ("Big Rivers") Members.

Availability:

The Fuel Adjustment Clause ("FAC") is a mandatory rider to all wholesale sales by Big Rivers to its Members, including Base Energy sales to the Smelters under the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to the Smelters but excluding Supplemental and Back-Up Energy sales to the Smelters under those two Agreements.

(1) The FAC shall provide for periodic adjustment per kWh of sales when the unit cost of fuel [F(m)/S(m)] is above or below the base unit cost of $0.01072 per kWh [F(b)/S(b)]. The current monthly charges shall be increased or decreased by the product of the kWh furnished during the current month and the FAC factor for the preceding month where the FAC factor is defined below:

$$\text{FAC Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel in the base (b) and current (m) periods; and S is sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all defined below:

(2) Fuel cost (F) shall be the most recent actual monthly cost of:

(a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus

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(b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus

(c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less

(d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

(e) All fuel costs shall be based on weighted average inventory costing.

(3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.

(4) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to

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in subsection (2)(d) above, less (vi) total system losses. Utility-used energy shall not be excluded in the determination of sales (S).

(5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.

(6) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

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18. MEMBER RATE STABILITY MECHANISM (MRSM).

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section A.7. of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points and Large Industrial Customer Delivery Points, served under Rate Schedule C.4.d. and Rate Schedule C.7., respectively.

Definitions:

"Members" are Jackson Purchase Energy Corporation, Kenergy Corp. ("Kenergy"), and Meade County Rural Electric Cooperative Corporation.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Member Rate Stability Mechanism (MRSM):

Big Rivers will establish an Economic Reserve of $157 million, plus any additional Amounts that may be added at the time of closing the unwind arrangement with E. ON, which will be used to offset the effect of billing the FAC and Environmental Surcharge to non-Smelter sales, after taking into account the credits received from the Unwind Surcredit and the Rebate Adjustment. The economic Reserve will be established as a stand-alone investment account, accruing interest. The MRSM will draw on the Economic Reserve to mitigate the

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monthly impacts of the FAC and Environmental Surcharge on each non-Smelter Member's bill, net of the credits received under the Unwind Surcredit and Rebate Adjustment. Each month the MRSM will mitigate the dollar impact of billings under the FAC and Environmental Surcharge *less* the total dollar amounts received under the Unwind Surcredit, *less* a monthly pro-rata portion of any lump sum rebates provided under the Rebate Adjustment, *less* the Expense Mitigation Adjustment (EMA) which is defined below. The amount of the (MRSM) credit provided to each member system during a month will each equal (i) the total amount of FAC charges billed to the member during the month, *plus* (ii) the total dollar amount of Environmental Surcharge charges billed to the member during the month, *less* (iii) the total dollar amount of the Unwind Surcredits credited to the member during the month, *less* (iv) onetwelfth (1/12) of any rebates provided unthe Rebate Adjustment during the current month or during any of the 11 preceding months, *less* (v) the total dollar amount of the Expense Mitigation Adjustment (EMA) charged to the member during the month; provided that the amounts subtracted in items (iii) (iv) and (v) cannot exceed the total of items (i) and (ii) in which case the monthly MRSM adjustment would be Zero.

Expense MITIGATION FACTOR (EMF) AND ADJUSTMENT (EMA)

The EMF shall be the following:

I. $0.000 per kWh for the first twelve (12) months following the effective date of this tariff;

II. $0.002 per kWh for months 13 through 24 following the effective date of this tariff;

III. $0.004 per kWh for months 25 through 36 following the effective date of this tariff; and

IV. $0.006 per kWh for months 37 through 48 following the effective date of this tariff:

The EMA for the month shall be the EMF multiplied by the S (m) which is the jurisdictional sales for the current expense month. The EMF and EMA will expire after month 48 following the effective date of this tariff.

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If any portion of FAC or Environmental Surcharge costs are transferred to base rates, or if any portion of the FAC costs are transferred from base rates to the FAC, then the MRSM will account for any effect of such transfers so that the Members will not see any impact on their bills, either positive or negative, of such transfers.

The MRSM shall be no longer applicable and shall be terminated once the Economic Reserve is exhausted. During the last month of the MRSM, the amount remaining in the Economic Reserve will be prorated to each member on the basis of the total FAC and Environmental Surcharge charges applicable to non-Smelter sales less credits under the Unwind Surcredits, less monthly prorated amounts under the Rebate Adjustment and *less* the expense Mitigation Adjustment *as applicable.*

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For All Territory Served By
Cooperative's Transmission System
P.S.C.KY.NO. 23

Original SHEET NO. 79

Big Rivers Electric Corporation
(Name of Utility)

CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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DATE OF ISSUE October 9, 2008 DATE EFFECTIVE July 17, 2009

ISSUED BY Brook G. Bailey Big Rivers Electric Corporation, 201 3rd St. Henderson, KY 42420
(Signature of Officer)

Issued by Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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19. UNWIND SURCREDIT:

Applicability:

To all sales under Big Rivers Electric Corporation's ("Big Rivers") Monthly Delivery Point Rate to Members as set forth in Section C.4 and Big Rivers Industrial Customer Rate as set forth in Section C.7 of Big Rivers' Rate, Rules, and Regulations.

Availability:

This Unwind Surcredit (US) schedule is a rider for application to non-Smelter wholesale sales by Big Rivers Electric Corporation ("Big Rivers") under Section C.4 and Section C.7. The funding for the Unwind Surcredit is made available through the Surcredit provisions of the Smelter Agreements at Sections 4.11.

Definitions:

"Members" are Jackson Purchase Energy Corporation, Kenergy Corp. ("Kenergy"), and Meade County Rural Electric Cooperative Corporation.

"Smelters" are the aluminum reduction facilities of Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, as further described under the Wholesale Smelter Agreements.

"Smelter Agreements" are the two Wholesale Electric Service Agreements each dated as of July 1, 2009, between Big Rivers and Kenergy with respect to service by Kenergy to a Smelter.

Determination of the US:

(1) The billing amount computed for all non-smelter wholesale sales to which this US is applicable shall be decreased at a rate per kWh in accordance with the following formula:

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US – Surcredit + Actual Adjustment + Balance Adjustment

Where Surcredit is the per kWh factor calculated by dividing (a) the estimate Surcharge value for the upcoming calendar year (or for remaining months in the current calendar year for the initial implementation of this Unwind Surcredit) by (b) Big Rivers' estimated non-smelter sales (NSS) to its Members for the corresponding calendar year. The Surcredit factor shall be re-determined annually with an effective date of January 1 of each calendar year.

Actual Adjustment is an adjustment which compensates for the difference between (a) the amount returned to Members through the application of the Surcredit factor and (b) the Surcharge amounts paid by the Smelters during the preceding calendar year as adjusted for any over-or-under-recoveries as specified in the Smelter Agreements. The Actual Adjustment factor shall be re-determined annually with an effective date of April 1 of each calendar year.

Balance Adjustment is an adjustment that compensates for any over-or-under-recoveries through application of the previous Actual Adjustment and previous Balance Adjustments. The Balance Adjustment factor shall be re-determined annually with an effective date of July 1 of each calendar year.

(2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.

(3) Non-Smelter Sales (NSS) shall be the estimated kilowatt-hour sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Section C.4 and Section C.7, including the Large Industrial Rate, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.

(4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

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20. RURAL ECONOMIC RESERVE ("RER") RIDER

Applicability:

Applicable in all territory served by Big Rivers' Member Cooperatives.

Availability:

Available pursuant to Section A.7. of this tariff for electric service provided by Big Rivers to its Member Rural Electric Cooperatives for all Rural Delivery Points served under Rate Schedule C.4.d.

Definitions:

"Members" are Jackson Purchase Energy Corporation, Kenergy Corp. and Meade County Rural Electric Cooperative Corporation.

"Rural Customers" are retail customers of Members served under Rate Schedule C.4.d.

(RER) Adjustment:

Big Rivers has established a RER regulatory liability account of $60,855,790.94 which will be used to credit the bills rendered to the Rural Customers pursuant to The Commission's Order in Case No. 2007-00455. The RER is established as a stand-alone investment account, accruing interest and is and will be invested in interest bearing U.S. Treasury notes.

The amount of each RER Adjustment will be the amount determined by multiplying the balance in the RER regulatory liability account established by Big Rivers on the first day of the billing month by the factor shown in the following table corresponding to the month during the term of the RER Rider for which the RER Adjustment is being calculated:

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Month in Term of RER Rider	Factor	Month in Term of RER Rider	Factor
1	0.041667	13	0.083333
2	0.043478	14	0.090909
3	0.045454	15	0.100000
4	1.047619	16	0.111111
5	0.050000	17	0.125000
6	0.052632	18	0.142857
7	0.055556	19	0.166667
8	0.058824	20	0.200000
9	0.062500	21	0.250000
10	0.066667	22	0.333333
11	0.071429	23	0.500000
12	0.076923	24	1.000000

Billing of RER Credit:

Each month Big Rivers will calculate an RER Billing Factor to the nearest $.000000 per kWh by dividing the RER Adjustment for the month by the total kWh purchased in the month by the Members for service under Rate Schedule C.4.d. The amount of the RER credit provided to each Member will be computed by multiplying the RER Billing Factor for the month by each Member's total kWh billed on Rate Schedule C.4.d. for that month.

Term of RER Rider:

This RER Rider shall be effective for service rendered beginning at 12:00:01 a.m. on the first day of the first calendar month following the month in which the amounts in the Non-Smelter Economic Reserve are exhausted, and shall remain in effect for a total of 24 months.

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