JENERGY.

LG&E Energy LLC 220 West Main Street (40202) P.O. Box 32030 Louisville, Kentucky 40232

July 14, 2004

Elizabeth O'Donnell Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601

RECENTED

川儿 1 4 2004

PUBLIC SERVICE COMMISSION

RE: AN EXAMINATION OF THE APPLICATION OF THE FUEL ADJUSTMENT CLAUSE OF KENTUCKY UTILITIES COMPANY FROM NOVEMBER 1, 2003 THROUGH APRIL 30, 2004 CASE NO. 2004-00213

Dear Ms. O'Donnell:

Please find enclosed and accept for filing the original and four (4) copies of the Response of Kentucky Utilities Company to the Information Requested in Appendix A of the Commission's Order dated June 23, 2004, in the above-reference matter.

Also, enclosed are an original and ten (10) copies of a Petition for Confidential Treatment regarding certain information requested in Question No. 17.

Should you have any questions concerning the enclosed, please contact me at your convenience.

Sincerely,

-m. Com

Robert M. Conroy Manager, Rates

Enclosures

cc: Parties of Record



COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

JUL 1 4 2004

PUBLIC SERVICE COMMISSION

In the Matter of:

AN EXAMINATION OF THE)
APPLICATION OF THE FUEL)
ADJUSTMENT CLAUSE OF KENTUCKY) CASE NO. 2004-00213
UTILITIES COMPANY FROM)
NOVEMBER 1, 2003 THROUGH APRIL)
30, 2004)

RESPONSE OF KENTUCKY UTILITIES COMPANY TO INFORMATION REQUESTED IN APPENDIX A OF COMMISSION'S ORDER DATED JUNE 23, 2004

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FILED: JULY 14, 2004

KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 1

Witness: Mike Dotson

Q-1. For the period from November 1, 2003 through April 30, 2004, list each vendor from whom coal was purchased and the quantities and the nature of each purchase (e.g., spot or contract).

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A-1. Please see attachment.

RESPONSE TO PSC ORDER DATED: JUNE 24, 2004 PSC CASE NO. 2004-00213

	PURCHASE	PURCHASE
VENDOR	TYPE	TONNAGE
AEI Coal	C	9,409
American Mining	С	102,289
Arch Coal	С	403,634
Argus (Pen)	С	11,628
Black Beauty	С	124,204
Black Hawk	С	496,476
Central Coal Company	С	66,163
Ceredo Synfuel	С	135,765
Consol	С	593,780
Dodge Hill	С	123,395
KRT/RC Synfuel	С	17,537
Lafayette Coal Co.	С	65,850
Marmet Synfuel	С	382,123
Massey	С	60,616
Perry County Coal	С	227,151
Pike Letcher Synfuel, LLC	С	97,046
Progress Fuels Corp	С	185,684
Smoky Mountain	С	77,277
Solid Energy	С	61,904
AEP Coal, Inc.	S	59,294
American Mining	S	65,377
AMG	S	43,815
Arch Coal	S	48,214
C/C Chemical	S	32,026
Ceredo Synfuel	S	36,507
Consol	S	65,290
Lex Coal, Inc.	S	10,840
Perry County Coal	S	9,053
Progress Fuels Corp	S	43,324
Sandy River Synfuel	S	11,724
Solid Energy	S	53,301
	TOTAL	3,720,695

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KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 2

Witness: John Malloy / Mike Dotson

- Q-2. For each generating station or unit for which a separate coal pile is maintained, state for the period from November 1, 2003 through April 30, 2004 the actual amount of coal burned in tons, actual amount of coal deliveries in tons, total KWH generated, and actual capacity factor at which the plant operated.
- A-2. For November 1, 2003 to April 30, 2004

According to NERC GADS definitions, Capacity Factor is equal to the Net MWH produced divided by the product of the hours in the period times the unit rating.

				Capacity Factor
	C ID	a 15 .		(Net MWH)/
	Coal Burn	Coal Receipts		(period hrs x MW
Plant	(Tons)	(Tons)	Net MWH	rating)
E. W. Brown	774,378	747,472	1,868,057	61.1%
Ghent 1	617,322	605,399	1,430,665	69.0%
Ghent 2, 3, 4	1,984,852	2,088,161	4,330,262	68.5%
Green River	243,411	194,906	487,450	59.7%
Tyrone	74,346	84,758	140,050	44.2%
(Coal Unit Only)			ŕ	

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KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 3

Witness: John Malloy

Q-3. List all firm power commitments for KU from November 1, 2003 through April 30, 2004 for (a) purchases and (b) sales. This list shall identify the electric utility, the amount of commitment in MW, and the purpose of the commitment (e.g., peaking, emergency).

A-3. a) Firm Purchases

Utility	MW	Purpose
Electric Energy Inc.	200 MW	Baseload
Owensboro Municipal Utilities	~ 191 MW	Baseload

Additionally, KU and LG&E (the "Companies") are among several sponsoring companies under the Inter-Company Power Agreement ("Agreement") that became eligible for the power and energy released from OVEC's Kyger Creek plant in Cheshire, Ohio and IKEC's Clifty Creek plant at Madison, Indiana, effective August 31, 2001. Generating capacities are 1,075 MW and 1,290 MW for Kyger Creek and Clifty Creek, respectively. Under the Agreement, KU's contractual allocation is 2.5% and LG&E's contractual allocation is 7% of the power from the OVEC plants through March 12, 2006. The values below represent the maximum monthly capacity to be available to the Companies after taking into consideration the maintenance schedule of the eleven units operated by OVEC.

Utility	Companies' Amount	KU Portion	Duman
OVEC, Nov. 2003	~ 205 MW	~ 54 MW	Purpose
OVEC, Dec. 2003	~ 208 MW	~ 55 MW	Baseload
OVEC, Jan. 2004	~ 209 MW	~ 55 MW	Baseload
OVEC, Feb. 2004	~ 193 MW	~ 51 MW	Baseload
OVEC, Mar. 2004	~ 177 MW	~ 47 MW	Baseload
OVEC, Apr. 2004	~ 181 MW	~ 48 MW	Baseload
			Baseload

b) Sales: None.

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KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 4

Witness: Robert M. Conroy

- Q-4. Provide a monthly billing summary for sales to all electric utilities for the period November 1, 2003 through April 30, 2004.
- A-4. Please see the attached monthly form B sheets for the period November 2003 through April 2004.

POWER TRANSACTION SCHEDULE

Month Ended: NOVEMBER 30, 2003

Month Ended: NOVEMBER 30, 2003							Conroy
		Time of			Billing Components Fuel	Other	Total
Company		Type of Transaction	KWH	Demand(\$)	Charges(\$)	Charges(\$)	Charges(\$)
Purchases	1501	r	365,000		16,033.06		16,033.06
OCIATED ELECT COOPERATIVE	AECI AEP	Economy Economy	183,000		17,369.32		17,369.32
AICAN ELECTRIC POWER SERVICE CORP.	AMRN	Economy	144,000		4,443.21	-	4,443.21
LEREN ENERGY, INC.	BREC	Economy	34,000		1,162.60		1,162.60
BIG RIVERS ELECTRIC CORP. BIG RIVERS ELECTRIC CORP.	BREC	Economy	10,000		1,053.53		1,053.53
CINERGY SERVICES, INC.	CIN	Economy	293,000		11,297.66	-	11,297.66
DAYTON POWER AND LIGHT COMPANY	DPL.	Economy	31,000		1,179.06	-	1,179.06
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Economy	649,000		21,694.56	-	21,694.56
DYNEGY POWER MARKETING, INC.	DYN	Economy	53,000		2,004.47	-	2,004.47
EAST KENTUCKY POWER COOPERATIVE	EKPC	Economy	6,000		633.22	-	633.22
ENTERGY-KOCH TRADING, LP	ENTE	Economy	114,000		3,365.58	-	3,365.58
EXELON GENERATION COMPANY, LLC	EXEL	Economy	15,000		683.88	-	683.88
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE	Economy	32,000		621.19	-	621.19
INDIANAPOLIS POWER & LIGHT CO.	IPAL	Economy	467,000		11,443.14	-	11,443.14
KANSAS CITY POWER & LIGHT	KCPL.	Economy	8,000		316.61	•	316.61
NO. INDIANA PUBLIC SERVICE CO.	NIPS	Economy	882,000		27,989.34	•	27,989.34
SOUTHERN COMPANY SERVICES, INC	SOUT	Economy	125,000		4,670.34	•	4,670.34
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Economy	29,000		1,322.80	-	1,322.80
WESTAR ENERGY, INC.	WSTR	Economy	71,000		2,980.90	•	2,980.90
LOUISVILLE GAS & ELECTRIC	LGE	Economy	222,878,000		2,893,381.61	1,658.89	2,895,040.50
OWENSBORO MUNICIPAL UTILITIES	OMU	Economy	140,113,000	1,287,557.83	1,710,693.18	-	2,998,251.01
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Surplus	25,263,000	383,527.00	324,301.13	-	707,828.13
ELECTRIC ENERGY INC	EEI	Permanent	126,543,000	1,104,222.32	1,318,958.59		2,423,180.91
TOTAL		DCV	518,308,000	2,775,307.15	6,377,598.98	1,658.89	9,154,565.02
* ENERGY CHARGES AS APPLICABLE ON PURCHASES OF ECO	NOMY ENE	KUY.					
0-1							
Sales ASSOCIATED ELECT COOPERATIVE	AECI	Non-Displacement	7,634,000		122,399.48	82,085 36	204,484.84
AMERICAN ELECTRIC POWER SERVICE CORP.	AEP	Non-Displacement	6,461,000		136,115.61	91,346.03	227,461.64
AMEREN ENERGY, INC.	AMRN	Non-Displacement	1,673,000		30,651.09	20,569.68	51,220.77
AMERICAN MUNICIPAL POWER-OHIO, INC.	AMPO	Non-Displacement	6,000		163.76	109.90	273.66
BRANSCAN ENERGY MARKETING, INC.	BRAS	Non-Displacement	3,485,000		56,505.43	37,920.31	94,425.74
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	465,000		5,273.62	3,539.07	8,812.69
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	62,000		3,906.71	2,621.75	6,528.46
CARGILL- ALLIANT, LLC	CARG	Non-Displacement	619,000		10,140.71	6,805.35	16,946.06
CINERGY SERVICES, INC.	CIN	Non-Displacement	1,339,000		29,016.09	19,472.45	48,488.54
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Non-Displacement	265,000		3,693.34	2,478.56	6,171.90
CONOCOPHILLIPS COMPANY	CONO	Non-Displacement	60,000		824.90	553.58	1,378.48
'STELLATION POWER SOURCE, INC.	CONS	Non-Displacement	1,670,000		30,939.16	20,763.00	51,702.16
INION ENERGY MARKETING, INC.	DEMI	Non-Displacement	2,507,000		53,457.97	35,875.18	89,333.15
, ROIT EDISON	DETE	Non-Displacement	984,000		15,971.38	10,718.25	26,689.63
DAYTON POWER AND LIGHT COMPANY	DPL	Non-Displacement	2,247,000		41,958.83	28,158.21	70,117.04
DTE ENERGY TRADING, INC.	DTE	Non-Displacement	1,918,000		28,245.53	22,043.64	50,289.17
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Non-Displacement	1,421,000		23,278.76	12,686.87	35,965.63
EAST KENTUCKY POWER COOPERATIVE	EKPC	Non-Displacement	11,813,000	-	196,920.52	132,151.67	329,072.19
ENTERGY-KOCH TRADING, LP	ENTE	Non-Displacement	799,000	-	13,215.01	8,868.49	22,083.50 12,911.22
EXELON GENERATION COMPANY, LLC	EXEL	Non-Displacement	445,000 360,000		7,726.22 4,576.49	5,185.00 3,071.23	7,647.72
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE IMEA	Non-Displacement Non-Displacement	90,000	*	3,087.74	2,072.15	5,159.89
ILLINOIS MUNICIPAL ELECTRIC AGENCY INDIANA MUNICIPAL POWER AGENCY	IMPA	Non-Displacement	93,000		3,256.83	2,185.63	5,442.46
	IPAL	Non-Displacement	95,000		3,223.74	2,163.41	5,387.15
INDIANAPOLIS POWER & LIGHT CO. KANSAS CITY POWER & LIGHT	KCPL	Non-Displacement	7,255,000		127,056.78	85,266.70	212,323.48
LG&E ENERGY MARKETING INC.	LEM	Non-Displacement	1,613,000		26,909.45	18,058.70	44,968.15
MORGAN STANLEY CAPITAL GROUP, INC.	MS	Non-Displacement	1,013,000	-	21,196.07	14,224.50	35,420.57
NO. INDIANA PUBLIC SERVICE CO.	NIPS	Non-Displacement	1,306,000		25,533.42	17,135.26	42,668.68
NORTHERN STATES POWER COMPANY	NSP	Non-Displacement	17,000		351.00	235.55	586.55
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Non-Displacement	7,000	-	456.38	306.28	762.66
SOUTHERN COMPANY SERVICES, INC	SOUT	Non-Displacement	79,000	-	1,990.73	1,335.96	3,326.69
SELECT ENERGY, INC.	SELE	Non-Displacement	1,013,000		20,953.56	14,061.75	35,015.31
SOUTHEASTERN POWER ADMINISTRATION	SEPA	Non-Displacement	1,569,000		18,969.29	12,730.13	31,699.42
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Non-Displacement	1,306,000	-	23,027.25	15,453.38	38,480.63
SOUTHERN ILLINOIS PUBLIC SER.	SIPC	Non-Displacement	69,000	-	829.09	556.39	1,385.48
SPLIT ROCK ENERGY LLC	SPRE	Non-Displacement	274,000	-	4,050.44	2,718.22	6,768.66
STRATEGIC ENERGY LLC	STRA	Non-Displacement	14,000	-	429.65	288.34	717.99
THE ENERGY AUTHORITY	TEA	Non-Displacement	1,312,000	-	22,531.49	15,120.68	37,652.17
TENNESSEE VALLEY AUTHORITY	TVA	Non-Displacement	6,706,000	-	102,715.46	68,931.49	171,646.95
WESTAR ENERGY, INC.	WSTR	Non-Displacement	8,982,000	-	147,950.19	99,288.13	247,238.32
WABASH VALLEY POWER ASSOCIATION	WVPA	Non-Displacement	538,000	•	10,108.51	6,783.76	16,892.27
OWENSBORO MUNICIPAL UTILITIES	OMU	Non-Displacement	7,576,000	-	110,048 41	24,787.40	134,835.81
OWENSBORO MUNICIPAL UTILITIES	OMU	Allowances	155 220 000		-	8,127.00	8,127.00
LOUISVILLE GAS & ELECTRIC	l.GE	Non-Displacement	<u>155,320,000</u> 242,480,000		2,341,581.43 3,831,237.52	233,892.61 1,192,747.00	2,575,474.04 5,023,984.52
TOTAL			272,700,000	•	202122102	1,124,197.00	5,045,704.54

Kentucky Utilities Company POWER TRANSACTION SCHEDULE

Month Ended: DECEMBER 31, 2003

Conroy

Type# Particle Particle <t< th=""><th>Month Ended: DECEMBER 31, 2003</th><th></th><th>TO WER HERIOA</th><th>enon semblem</th><th></th><th></th><th></th><th>Conroy</th></t<>	Month Ended: DECEMBER 31, 2003		TO WER HERIOA	enon semblem				Conroy
Density Transcrist LWN Density Compaty Compaty Compaty VALAD EAST COOPERATIVE ARC Internet & SELVER COOP APR Encomp 94,000 1,314.00 - 1,314.00 MICAU LEXTRUCTION COOP APR Encomp 94,000 1,314.00 - 1,314.00 ADULA DESCY MACTURE SERVER COOP APR Encomp 1,400.00 1,314.00 - 1,314.00 ADULA DESCY MACTURE SERVER COOP APR Encomp 1,400.00 4,314.31 - 1,600.01 DER NERSULTATION COOP APR Encomp 1,800.00 4,314.31 - 1,600.01 DER NERSULTATION COOP APR Encomp 1,800.00 1,914.93 - 1,813.93 DER NERSULTATION COOP DER NERSULTATION COOP APR Encomp 1,800.00 1,914.93 - 1,813.93 DER NERSULTATION COOP DER NERSULTATION			Type of			Billing Components Fuel	Other	Total
TEATURE HERT CLORERALIVE AEC Exoming 945.860 17.79-80 - 13.13.69 ALLAN LETTINE FOR SERVICE COP ABD Fooming 946.00 13.13.69 13.13.69 AQUA ANKED MAKELING CORE AAA Kawang 10.00 12.00.23 - 4.00.23 AQUA ANKED MAKELING CORE AAA Kawang 10.00 12.00.23 - 4.00.23 AQUA ANKED MAKELING CORE REG CONS Exeming 3.560 2.00.13 - 4.00.23 AVIAN EVENT MAKELING CORE CONS Exeming 140.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE DITE NE Exeming 140.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.84 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.14.84 - 1.01.83 <	Company			<u> </u>	Demand(\$)	Charges(\$)		
TEATURE HERT CLORERALIVE AEC Exoming 945.860 17.79-80 - 13.13.69 ALLAN LETTINE FOR SERVICE COP ABD Fooming 946.00 13.13.69 13.13.69 AQUA ANKED MAKELING CORE AAA Kawang 10.00 12.00.23 - 4.00.23 AQUA ANKED MAKELING CORE AAA Kawang 10.00 12.00.23 - 4.00.23 AQUA ANKED MAKELING CORE REG CONS Exeming 3.560 2.00.13 - 4.00.23 AVIAN EVENT MAKELING CORE CONS Exeming 140.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE DITE NE Exeming 140.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.83 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.84 - 1.01.83 DITE DESIGN TRADING INCONTINUE EXE Exeming 110.00 1.01.14.84 - 1.01.83 <	Purchases							
		AECI	Economy	585,000		37,994.20	-	37,994.20
ADULA SERVING MAXKEI INCOMP ALA Example L0.00 L0.00 <thl< td=""><td>AICAN ELECTRIC POWER SERVICE CORP.</td><td></td><td>Economy</td><td></td><td></td><td>63,313.63</td><td>-</td><td></td></thl<>	AICAN ELECTRIC POWER SERVICE CORP.		Economy			63,313.63	-	
BIG RAYSE, LLCTERC CORP. DEC Economy 11,000 1,07,03 . 1,00,03 DAYTOR NOVES, NOL UNEL COMPANY DEL Economy 1,00,00 7,18,53 . 4,23,83 DAYTOR NOVES, NOL UNEL COMPANY DEL Economy 4,00,00 7,18,53 . 4,33,33 DAYTOR NOVES, NOL UNEL COMPANY DEL Economy 3,00,00 1,01,14 . 1,11,19 DAYTOR NOVES, NOL UNEL COMPANY DET Economy 3,00,00 1,01,14 . 1,11,19 DET ECONOMIC NOVES, NO			•				-	
CHERGY SERVICES, INC. CIN Economy 1.12000 46,70.22 . 41,70.21 DERISTILLATION PORT SOLUCE, DIN CON Economy 340,00 72,354,11 . 340,10 DERISTILLATION PORT SOLUCE, DIN DER Economy 340,00 73,353 . . 343,35 DER DESTRUCT ADDRA OND AND KERTING LC DER Economy 35,000 . 32,000 . 24,754,50 DEVES TRUCT ADDRA OND AND KERTING LC DER Economy 35,000 . 32,000 . 1,014,64 . . 36,000 DERESTRUCT ADDRA OF LF ETE Economy 11,000 . . 1,014,64 . . 36,000 DEREGN ADDRA TRANS, NUL LE COLOR ERE Economy 31,1000 36,000 DOTIESTRUCT ADDRA TRANS, NUL LE COLOR EXE Economy 31,1000 <			•				-	
CONSTELATION FORME SOLUCE, INC. CONS Essession 56,000 7,183.53 - 1,183.53 DVER INCOME AND LIGHT CONTROLL C. DETM. Economy 43,000 7,183.53 - 1,183.53 DVER ENERGY FALORIS AND MARETTRO LLC. DETM. Economy 10,000 10,118 - 1,183.53 DVER ENERGY FALORIS AND MARETTRO LLC. DETM. Economy 10,000 10,118 - 1,015.54 PART FORM MARETTRO, INC. DETM. Economy 10,000 10,118 - 1,015.54 PART FORM MARETTRO, INC. DETM. Economy 10,000 10,911.84 - 1,015.54 PART FORM MARETTRO, INC. DETM. Economy 10,000 10,913.55 - 1,933.55 PART FORM MARETTRO, INC. NITS Economy 10,000 18,003 - 1,933.55 PART FORM MARETTRO, INC. NITS Economy 14,000 18,000 12,013.14 - 1,232.04 PART FORM MARETTRO, INC. NITS Economy 14,000 12,013.14			-				-	
DATION PAYEE AND LIGHT COMPARY DPL Excomp 180,000 11,813.3 - 11,813.3 DATE PRINCY TAURK, INC. DTR Excomp 140,000 19,33.3 - 32,33.3 DATE PRINCY TAURK, INC. DTR Excomp 130,000 13,01.4 - 32,02.0 DATE PRINCY TAURK CONFERNME Excomp 130,000 13,01.44 - 13,01.4 DATE STATUS CONT TRADING, IP ENTR Excomp 131,000 15,04.63 - 15,01.64 DATE STATUS CONT TRADING, IP ENTR Excomp 131,000 5,04.63 - 6,61.64 DATE STATUS CONT TRADING, IP ENTR Excomp 11,000 - 6,73.14 - 6,67.14 NORARS CONT PRAVER & LORIT Excomp 21,000 13,46.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 - 14,64.33 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td>							-	
DTE DENGY TAADPAG, INC. DTE Eccemp 31300 19,333 19,334							-	
DYNERY MOVELE MARKETTON, N.C. DYN Excession 750,000 3,101,00 1,011,84 . 1,011,94 . 1,011	DTE ENERGY TRADING, INC.	DTE	Economy	410,000		19,353.30	-	
EAST EXERCISCY POWER CODERATIVE EXPL Economy 10,000 1,011.94 - 10,119 ENERGY-ACCI EXERCISCO CODERATIVE EXEL Economy 60,000 5,014.63 - 6,614.63 EXELON GERERATION COMPANY, LLC EXEL Economy 60,000 5,014.64 - 6,614.63 EXELON GERERATION COMPANY, LLC EXEL Economy 60,000 - 6,600.01 - 6,600.01 RAMAS CITY POWER A LIGHT KCPL Economy 11,000 - 6,600.01 - 6,600.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 18,100.01 - 12,000.01 18,100.01 - 12,000.01 18,100.01 - 12,000.01 18,100.01 - 12,000.01 18,100.01 - 12,000.01 12,000.01 12,000.01 12,000.01 <t< td=""><td></td><td></td><td>•</td><td></td><td></td><td>•</td><td>-</td><td></td></t<>			•			•	-	
ENTEROYACCH TRADNO, I.P. ENTE Economy 231,000 15,014.05 - 15,014.05 ERCION CREMENT ON COMMANY, LLC IAXL Economy 0,0400 - 1,033.53 - 1,031.53 ERCION CREMENT ON COMMANY, LLC IAXL Economy 1,0400 - 6,073.53 - 1,031.53 MOMENTA MARCH TRADA COMMANY, LLC IAXL Economy 1,0400 - 6,077.54 - 6,077.54 - 6,077.54 - 6,077.54 - 6,077.54 - 6,077.56 - 6,077.56 - 6,077.54 - 6,077.54 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.60 - 1,053.	,		-	,			-	
EXELONGSEREATION COMPANY, LLC EXXL Excessing 495,000 9,481,46 - 9,881,46 DOUGASE NUMPER A LUDITO BAL Ecossing 317,000 1,635,55 1,553,55 1,553,55 DOUGASOLS FUNCTE A LUDITO BAL Ecossing 317,000 1,635,60 - 4,553,51 DOUGASOLS FUNCTE A LUDITO BAL Ecossing 2,4000 1,533,66,31 - 1,533,60 SOUTIEREN NOLANG AS & BLECTRIC GEG Ecossing 4,11,00 1,514,61,33 - 1,53,61,33 IDMASA TOWINE SINCE COS Ecossing 1,10,00 1,514,81,33 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 - 3,202,199 -			-				-	
BOOSER EXERCY RURAL ELECTRIC COOP. PE Economy 104,000 133,23 - 153,33 ROMANCE STOP YOWER A LUPIT CO PPAL Beconomy 311,000 - 64,002 - 64,002 RANAS CITY YOWER A LUPIT CO PPAL Beconomy 311,000 - 64,002 - 64,002 SOUTHEBIN CONVERS ALLOPT CO STOR Beconomy 41,000 - 131,000 - 14,000 SOUTHEBIN CONVERS SUPERS INC STOR BECONOMY SERVICES INC - 12,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,007,86 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165 - 2,002,165				•			-	
NBMANAPULS POWER & LUBIT CO. PTAL Economy 317,000 - 6,380 21 - 6,502,12 NOL REGIAN PUBLIC SERVICE CO NIPS Economy 320,000 6,477,16 - 6,477,16 NOL REGIAN PUBLIC SERVICE CO NIPS Economy 320,000 6,477,16 - 6,477,16 NOL REGIAN PUBLIC SERVICE CO NIPS Economy 320,000 15,141,033 - 15,363,03 NUMERIA NERVICE CO NIPS Economy 14,000 22,007,46 - 4,791,02 NUMERIA NERVICE, COND WSTR Economy 144,000 22,007,46 - 4,322,017,44 NUMERIA NERVICE, COND WSTR Economy 144,000 12,017,11 04,012,22 - 4,322,017,44 NUMERIA NERVICE, COND AND COLL EE Permanent 142,030,00 12,04,81,16 2,027,95 12,02,95,91 12,23,92,96 12,11,14,164,07 - 2,240,10,04 12,12,65,96,34 12,24,56,96,31 12,24,56,96,31 12,24,56,96,31 12,24,56,96,31 12,24,56,96,34 12,24,56,96,34							-	
KANSAS CTY POWER & LIGHT KCPL Enemony 311,00 6,477.16 - 6,477.16 NDRUALA PULL SERVICE CO. NDS Enemony 320,000 10,356.0 - 11,356.0 DOTINIEND INDUALA CAS & ELECTRIC CO. NDS Enemony 410,00 47,416.1 - 12,007.0 IDMALA PULL SERVICES CO. TPS Enemony 445,00 12,027.86 - 22,087.86 IDMALA PULL SERVICES CO. TPS Enemony 445,00 136,831.6 22,007.86 - 32,007.00 VESTAL ENERCY, INC USE ANDITION OVER Sequine 11,029.00 97,117.11 544,04.04 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - 24,021.095 - <td></td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td>			-		-		-	
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LOLUSTULE GAS & ELECTRIC DWENSBORO MUNICIPAL UTILITIES OMU SENSBORO MUNICIPAL UTILITIES DIFFERENCY CLARGES AS APPLICABLE ON PURCHASES OF ECONOMY ENERCY Sales ALABAMA ELECTRIC COOP, INC. ALECT COOPERATION ALABAMA ELECTRIC COOP, INC. ALECT NO. DEPENDENT COOPERATION ALABAMA ELECTRIC COOP, INC. ALECT NO. ALABAMA ELECTRIC COOP, INC. ALECT NO. DEPENDENT COOPERATION ALABAMA ELECTRIC COOP, INC. ALECT NO. DEPENDENT COOPERATION ALABAMA ELECTRIC COOP, INC. ALECT NO. DEPENDENT COOPERATION ALABAMA ELECTRIC COOP, INC. ALABAMA ELECTRIC CORP. BREC NO. DEPENDENT CONF ALABAMA ELECTRIC CORP. BREC NO. DEPENDENT ALABAMA ELECTRIC CORP. BREC NO. DEPENDENT CONF ALABAMA ELECTRIC			•				-	
OWENSDOX MUNCIPAL UTLITIES ONU E-commy 147,35,000 1.268,813 2.253,96,2.1 - 1.222,203 ELECTRIC CORPORTION EN Permanent 122,000 \$71,171 648,012.2 - 7.22,203 ELECTRIC ENRERGY INC ELE Permanent 122,014,000 \$21,71,815 10,444,404.41 - 12,656,094 * ENERGY CLARGES AS APPLICABLE ON PURCHASES OF ECONOMY ENERGY * * 2,005,70 4,333,28 7 4,333,260 13,352,040 3,324,000 13,367,060 13,352,040 3,324,000 4,333,26 4,332,240,46 4,332,240,46 4,221,420,420,45 5,421,44 4,221,420			•				-	
OHIO VALLEY ELECTRIC CORPORATION OVEC Surplus 33,29,000 77,711 664,012.22 . 722,29 33 ELECTRIC CNERVY NC ELE Permanent 120,016,007 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 . 12,021,005 12,021,005 . 12,021,005 12,021,005 12,021,005 12,021,005 13,020,00 12,021,005 13,020,00 12,021,005 13,020,00 12,021,005 14,021,025 . 14,021,015 14,021,015 14,021,015 14,012,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,00 14,014,014,01			•		1,268,381.36		-	• •
TOTAL 750.140,000 2.217.58.05 10.440.469.41 - 12.558.058.46 Selection Classes of PLCONDW DERROY Selection Classes of PLCONDW DERROY ALADICATED ELECTIC COOPERATIVE ALADICATED ELECTIC COOPERATIVE Selection Classes of PLCONDW DERROY Selection Classes of PLCONDW DERROY MERICAN ELECTIC COOPERATIVE ALADICATED ELECTIC COOPERATIVE ALADICATED ELECTIC COOPERATIVE Selection Classes of PLCONDW DERROY Selection Classes of PLCONDW D	OHIO VALLEY ELECTRIC CORPORATION	OVEC	Surplus	33,293,000			-	
+ DERECY CHARGES AS APPLICABLE ON PURCHASES OF ECONOMY EXERCY Sales ALADAMA ELECTRIC COOP, INC AEC Non-Displacement 945,000 2,237 68 2,005 70 4,333 28 ASSOCIATED ELECT COOPRATIVE AEC Non-Displacement 12,037,000 237,762 12,04,063 155,230.40 342,400.6 ASSOCIATED ELECT COOPRATIVE AEC Non-Displacement 12,037,000 237,762 10,204,001 14,113.105 13,071,012 AQUIA EXERCY MARKITING CORP. AQUA Non-Displacement 12,057,000 4,131.450 13,071,015 76,915.65 BIG RIVERS ELECTRIC CORP. BREC Non-Displacement 2,214,000 4,131.450 13,071,015 76,915.65 BIG RIVERS ELECTRIC CORP. BREC Non-Displacement 2,214,000 4,131.450 13,071,015 76,915.65 BIG RIVERS ELECTRIC CORP. BREC Non-Displacement 2,204,000 15,148,17 11,053.45 28,302.63 TIL-ALLANT, LLC CARG Non-Displacement 2,204,000 23,076 06 11,581.163 38,881.69 ACY SERVICES, INC. CIN Non-Displacement 2,410,00 23,0767 06 17,811.53 6,194.46 13,383 01 ACY SERVICES, INC. CIN Non-Displacement 3,316,000 7,188.55 6,194.46 13,383 01 PATTON FOWER AND LIGHT COMPORATION CORB Non-Displacement 3,316,000 16,157,87 99,203.09 12,08,089 90 DETION TEDISON DETIE Non-Displacement 3,316,000 12,257.57 00 2,20,089,40 13,28,759 12,20,089,40 13,28,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,59 14,20,40 13,20,77 12,20,198,30 12,20,759 12,20,198,30 12,20,759 12,20,198,30 12,20,59 14,20,40 5,37,75 13,20,199,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100 12,20,50 4,100,100	ELECTRIC ENERGY INC	EEI	Permanent		891,939.58	1,510,168.07	-	2,402,107.65
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ASECCATED ELECT COOPERATIVE AECI Non-Diplacement 9,914,000 183,380.06 198,220.40 342,480.46 AMERICAN ELECTIC FOVER SEVICE CORP. AP Non-Diplacement 130,000 6,566.71 5,558.61 12,223.52 AMERICAN ELECTIC FOVER SEVICE CORP. APL Non-Diplacement 126,000 2,101.40 11.13.105 13,317.05 BP ENROY COMPANY BP Non-Diplacement 2,214,000 41,314.50 35,001.15 76,915.65 BIG RIVERS ELECTINC CORP. BEEC Non-Diplacement 2,24,000 51,775.2 44,61.52 9,593.64 BIG RIVERS ELECTINC CORP. BEEC Non-Diplacement 2,400.00 12,314.87.7 13,053.86 2,402.63 CORP Non-Diplacement 2,41,000 2,017.84 2,019.26 13,02,027.25 CONSTELLATION FOWER SOURCE, NC CORN Non-Diplacement 4,30,000 162,533.29 140,073.96 302,227.25 DOMINON ENERGY MARKETING, INC. DFIM Non-Diplacement 5,80,000 112,345.66 5,62.57 2,909.89 DAVTON POWER AND LIGHT COMPANY </td <td></td> <td>AEC</td> <td>Non-Displacement</td> <td>145,000</td> <td></td> <td>2,327.58</td> <td>2.005.70</td> <td>4.333.28</td>		AEC	Non-Displacement	145,000		2,327.58	2.005.70	4.333.28
AMBRIN NURGY, INC. AMRN Non-Displacement 304,000 6.566.71 5.558.61 12.223.23 AQUILA ENERGY COMPANY BP Non-Displacement 304,000 4,134.50 35,001.15 76,915.65 BJG RIVES ELECTRIC CORP. BRE Non-Displacement 22,14,000 4,314.50 35,001.15 76,915.65 BJG RIVES ELECTRIC CORP. BREC Non-Displacement 226,000 51,146.77 13,035.36 28,002.63 AUL ALLIANT, LLC CARG Non-Displacement 24,000 73,816.53 6,194.46 13,38.31 CONSTELLATION FOWER SOURCE, INC. CONS Non-Displacement 3,799,000 68,735.79 59,250.20 122,008.99 DOMINON ENRORY MARKETING, INC. DETE Non-Displacement 139,000 1,656.81 1,496.27 2,915.08 DATTON POWER AND LIGHT COMPANY DPL Non-Displacement 5,869,000 12,568.69 96,225.75 208,99.83 DURINGON ENRORY MARKETING, INC. DTE<	ASSOCIATED ELECT COOPERATIVE	AECI	Non-Displacement	9,914,000		183,960.06		
AQUILA ENERGY MARKETING CORP. AQLA Non-Displacement 126,000 1,01.05 1,01.05 1,01.05 BY ENREGY COMPANY BP Non-Displacement 226,4000 4,11.45.0 35,601.15 7,691.56.35 BIG RUEES ELECTRIC CORP. BREC Non-Displacement 250,000 15,14.77 13,053.86 28,202.63 TIL-ALLIANT, LLC CARG Non-Displacement 1,421,000 20,670.06 17,811.63 38,841.69 CAY SERVICES, INC CN Non-Displacement 4,470,000 7,885.53 6,194.46 13,833.01 CONSTELLATION NOWES SOURCE, INC COBB Non-Displacement 4,36,000 1,62,552.9 140,073.96 102,272.5 DETIONT EDISCON DETION TEDISCON DETION TEDISCON 114,000 2,365.81 1,349.27 2,913.83 102,073.64 17,940.93 2,943.94 102,473.55 DETIONT EDISCON TORDAN CHIT COMPANY DET Non-Displacement 2,840.90 1,81.90 2,043.87 13,943.13 DIVEE SURGY TRADING AND MARKETING ILC DET Non-Displacement 2,240.90 </td <td></td> <td></td> <td>•</td> <td></td> <td></td> <td>237,746.21</td> <td>204,868-51</td> <td>442,614.72</td>			•			237,746.21	204,868-51	442,614.72
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RAY SERVICES, INC. CIN Non-Deplacement 2,0,00 32,597.80 22,089.89 60,087.69							•	
CONSTELLATION POWER SOURCE, INC. CONS Non-Displacement 3,36,000 64,738,79 59,260.20 128,089 DOMINION INNERGY MARKTINO, INC. DEMI Non-Displacement 13,000 16,653.81 1,409.27 2,915.08 DATION FOWER AND LIGHT COMPANY DPL Non-Displacement 995,000 20,773.64 17,008.87 38,674.51 DIFE ENERGY TRADING AND MARKETING LLC DTE Non-Displacement 5,269,000 30,410.00 2,620.45 56,612.65 PARCEY OWER MARKETING, INC. DYN Non-Displacement 224,000 3,041.00 2,620.46 5,661.46 EAGL ENERGY TRADING, INC DYN Non-Displacement 12,030.40 42,221.46 424.65 917.46 EAST KENTUCKY POWER COOPERATIVE EKIC Non-Displacement 12,030.00 -45,839.00 32,802.12 32,262.12 32,202.12 32,203.12 112,368.66 96,72.99 32,329.31 EXIST KENTUCKY POWER COOPERATIVE EKIC Non-Displacement 12,300.0 45,839.00 39,499.98 83,338.98 HOOSIER ENERGY RURAL ELECTRIC COOP. HE	RGY SERVICES, INC.	CIN	Non-Displacement	2,018,000				
DOMINION ENERGY MARKETING, INC. DEM Non-Diplacement 139,000 142,253.29 140,073.96 302,272.35 DETROIT EDSON DETE Non-Diplacement 139,000 12,365.81 1,349.27 2,315.08 DAY TON POWER AND LIGHT COMPANY DPL Non-Diplacement 5,869,000 12,365.96 17,90.87 33,674.51 DIFE ENERGY TRADING, ND DTE Non-Diplacement 5,869,000 12,365.96 74,263.89 160,445.79 DYNEGY FORUME MARKETING, INC. DYN Non-Diplacement 22,000 3,041.00 2,620.46 5,61.46 EAGLE ENERGY TRADING, INC. DYN Non-Diplacement 22,000 3,041.00 2,620.46 5,61.46 EAGLE ENERGY TRADING, INC EKR Non-Diplacement 2,900 2,860.82 2,452.01 3,200.21 EAGLE ENERGY RUCH TRADING, INC EKR Non-Diplacement 1,920,000 45,83.00 3,949.99 8,33.89 HONSIER ENERGY RURAL ELECTRIC COMPANY, LLC EXEL N GENERATION COMPANY, LLC EXEL N GENERATION COMPANY, LLC 58,000 - 1,01.61 2,77,74.68						7,188.55	6,194.46	13,383.01
DETROTI EDISON DETE Non-Displacement 199,000 1,658.81 1,49.27 2,515.68 DATTOR POWER AND LIGHT COMPANY DPL Non-Displacement 995,000 112,368.96 996,2957 209,198.53 DUKE ENERGY TRADING AND MARKETING LLC DETM Non-Displacement 5,257.000 86,181.90 74,263.89 160,445.79 DVREGY POWER MARKETING, INC. DYN Non-Displacement 224,000 3,041.00 2,620.46 5,661.46 EAGL ENERGY TRADING AND MARKETING, INC. DYN Non-Displacement 5,000 492.81 424.65 917.46 EAGL ENERGY INC EKIC Non-Displacement 8,163.000 -12,031.64 10,367.80 22,399.44 ELECTRIC ENERGY INC ENTER V-ROCOPERATIVE ENTER V-ROCOPERATIVE ENTER V-ROCOPERATIVE ENTER V-ROCOPERATIVE ENTER V-ROCOPERATIVE 53,38.98 ILLINOIS MUNICIPAL ELECTRIC COOP. HE Non-Displacement 1,365.00 -31,013.61 2,729.07 57,747.68 ILLINOIS MUNICIPAL ELECTRIC COOP. HE Non-Displacement 1,366.00 2,922.91 15,556.45			•					
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SOUTHERN ILLINOIS PUBLIC SER. SIPC Non-Displacement 33,000 375.18 323.29 698.47 SPLIT ROCK ENERGY LLC SPRE Non-Displacement 2,028,000 - 41,118.89 35,432.61 76,551.50 THE ENERGY AUTHORITY TEA Non-Displacement 13,000 - 249.96 215.39 465.35 TENASKA POWER SERVICES CO. TPS Non-Displacement 3,856,000 - 73,390.54 63,241.44 136,631.98 TENNESSEE VALLEY AUTHORITY TVA Non-Displacement 13,584,000 - 241,257.97 207,894.63 449,152.60 WESTAR ENERGY, INC. WSTR Non-Displacement 1,839,000 - 28,822.07 24,887.97 53,770.04 WABASH VALLEY POWER ASSOCIATION WVPA Non-Displacement 809,000 - 13,743.99 11,843.35 25,587.34 OWENSBORO MUNICIPAL UTILITIES OMU Allowances - - 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49			•					
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THE ENERGY AUTHORITY TEA Non-Displacement 13,000 - 249.96 215.39 465.35 TENASKA POWER SERVICES CO. TPS Non-Displacement 3,856,000 - 73,390.54 63,241.44 136,631.98 TENNESSEE VALLEY AUTHORITY TVA Non-Displacement 13,584,000 - 241,257.97 207,894.63 449,152.60 WESTAR ENERGY, INC. WSTR Non-Displacement 18,389,000 - 28,882.07 24,887.97 53,770.04 WABASH VALLEY POWER ASSOCIATION WVPA Non-Displacement 809,000 - 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00			•					
TENASKA POWER SERVICES CO. TPS Non-Displacement 3,856,000 - 73,390.54 63,241.44 136,631.98 TENNESSEE VALLEY AUTHORITY TVA Non-Displacement 13,584,000 - 241,257.97 207,894.63 449,152.60 WESTAR ENERGY, INC. WSTR Non-Displacement 1,839,000 - 28,882.07 24,887.97 53,770.04 WABASH VALLEY POWER ASSOCIATION WVPA Non-Displacement 809,000 - 13,43.99 11,843.35 25,587.34 OWENSBORO MUNICIPAL UTILITIES OMU Allowances - 12,915.00 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00			•		-			
TENNESSEE VALLEY AUTHORITY TVA Non-Displacement 13,584,000 - 241,257.97 207,894.63 449,152.60 WESTAR ENERGY, INC. WSTR Non-Displacement 1,839,000 - 28,882.07 24,887.97 53,770.04 WABASH VALLEY POWER ASSOCIATION WVPA Non-Displacement 809,000 - 13,743.99 11,843.35 25,587.34 OWENSBORO MUNICIPAL UTILITIES OMU Allowances - 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00			•		-			
WESTAR ENERGY, INC. WSTR Non-Displacement 1,839,000 - 28,882.07 24,887.97 53,770.04 WABASH VALLEY POWER ASSOCIATION WVPA Non-Displacement 809,000 - 13,743.99 11,843.35 25,587.34 OWENSBORO MUNICIPAL UTILITIES OMU Allowances - 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00		TVA	Non-Displacement		-			
OWENSBORO MUNICIPAL UTILITIES OMU Allowances 12,915.00 12,915.00 LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00			•		~		24,887.97	
LOUISVILLE GAS & ELECTRIC LGE Non-Displacement 282,516,000 4,176,125.49 432,971.51 4,609,097.00				809,000	-	13,743.99		
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Conroy

Month Ended: JANUARY 31, 2004							Conroy
		T . (Billing Components Fuel	Other	Total
Company		Type of Transaction	кwн	Demand(\$)	Charges(\$)	Charges(\$)	Charges(\$)
Company							
Purchases		-	103.000		4,727.48		4,727.48
OCIATED ELECT COOPERATIVE	AECI	Economy	103,000		9,640.71	•	9,640.71
RICAN ELECTRIC POWER SERVICE CORP.	AEP	Economy	128,000		9,545.49	-	9,545,49
LATEREN ENERGY, INC.	AMRN	Economy	189,000		192.39	-	192.39
BIG RIVERS ELECTRIC CORP.	BREC	Economy	4,000		459.25	-	459,25
BIG RIVERS ELECTRIC CORP.	BREC	Economy	4,000		2,194.44		2,194.44
CARGILL- ALLIANT, LLC	CARG	Economy	37,000		7,062.66	-	7,062.66
CINERGY SERVICES, INC.	CIN	Economy	117,000		840.31	•	840.31
DAYTON POWER AND LIGHT COMPANY	DPL	Economy	18,000		8,926.87	-	8,926.87
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Economy	237,000		299.18		299.18
EAST KENTUCKY POWER COOPERATIVE	EKPC	Economy	3,000		708.28		708.28
ENTERGY-KOCH TRADING, LP	ENTE	Economy	13,000		1,446.74		1,446.74
EXELON GENERATION COMPANY, LLC	EXEL.	Economy	25,000		1,573.57	•	1,573.57
INDIANAPOLIS POWER & LIGHT CO.	IPAL.	Economy	41,000		15,404.91	•	15,404.91
NO. INDIANA PUBLIC SERVICE CO.	NIPS	Economy	319,000			-	
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Economy	64,000		1,922.70	-	1,922.70
TENASKA POWER SERVICES CO.	TPS	Economy	27,000		865.81	-	865.81
WESTAR ENERGY, INC.	WSTR	Economy	19,000		936.96	-	936.96
WABASH VALLEY POWER ASSOCIATION	WVPA	Economy	7,000		245.20	*	245.20
LOUISVILLE GAS & ELECTRIC	LGE	Economy	569,787,000		7,931,737.29	•	7,931,737.29
OWENSBORO MUNICIPAL UTILITIES	OMU	Economy	184,184,000	1,244,067.89	2,103,518.11	-	3,347,586.00
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Surplus	32,575,000	299,921.09	418,165.28	•	718,086.37
ELECTRIC ENERGY INC	EEI	Permanent	132,654,000	1,645,348.38	1,437,036.81	-	3,082,385.19
TOTAL			920,555,000	3,189,337.36	11,957,450.44	-	15,146,787.80
* ENERGY CHARGES AS APPLICABLE ON PURCHASES O	OF ECONOMY EN	ERGY.					
Sales							
ALABAMA ELECTRIC COOP., INC.	AEC	Non-Displacement	26,000		535.92	497.06	1,032.98
ASSOCIATED ELECT COOPERATIVE	AECI	Non-Displacement	4,315,000		76,151.66	70,628.30	146,779.96
AMERICAN ELECTRIC POWER SERVICE CORP.	AEP	Non-Displacement	6,239,000		127,130.25	117,909.35	245,039.60
AMEREN ENERGY, INC.	AMRN	Non-Displacement	683,000		16,771.20	15,554.77	32,325.97
AQUILA, INC. D/B/A AQUILA NETWORKS	AQIN	Non-Displacement	2,284,000		43,637.68	40,472.60	84,110.28
BP ENERGY COMPANY	BP	Non-Displacement	1,339,000		27,245.07	25,268.95	52,514.02
BRANSCAN ENERGY MARKETING, INC.	BRAS	Non-Displacement	208,000		6,285.01	5,829.15	12,114.16
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	264,000		2,802.98	2,599.66	5,402.64
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	15,000		842.61	781.51	1,624.12
CARGILL- ALLIANT, LLC	CARG	Non-Displacement	3,576,000		67,001.07	62,141.42	129,142.49
CINERGY SERVICES, INC.	CIN	Non-Displacement	1,490,000		30,528.22	28,313.98	58,842.20
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Non-Displacement	768,000		12,915.25	11,978.50	24,893.75
STELLATION POWER SOURCE, INC.	CONS	Non-Displacement	1,548,000		26,913.39	24,961.34	51,874.73
INION ENERGY MARKETING, INC.	DEMI	Non-Displacement	947,000		22,959.73	21,294.44	44,254.17
ROIT EDISON	DETE	Non-Displacement	456,000		10,464.67	9,705.66	20,170.33
DAYTON POWER AND LIGHT COMPANY	DPL	Non-Displacement	2,960,000		56,928.00	52,798.95	109,726.95
DTE ENERGY TRADING, INC.	DTE	Non-Displacement	2,255,000		41,026.39	38,050.71	79,077.10
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Non-Displacement	487,000		9,233.32	8,563.61	17,796.93
DYNEGY POWER MARKETING, INC.	DYN	Non-Displacement	142,000		3,484.02	3,231.32	6,715.34
EAGLE ENERGY PARTNERS, LP	EAGL	Non-Displacement	7,000		90.46	83.91	174.37
EAST KENTUCKY POWER COOPERATIVE	EKPC	Non-Displacement	6,760,000	-	136,491.21	125,951.94	262,443.15
ELECTRIC ENERGY INC	EEI	Non-Displacement	1,405,000		16,323.84	15,139.86	31,463.70
ENTERGY-KOCH TRADING, LP	ENTE	Non-Displacement	3,986,000		78,593.04	72,768.95	151,361.99
EXELON GENERATION COMPANY, LLC	EXEL	Non-Displacement	455,000	•	10,261.70	9,517.42	19,779.12
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE	Non-Displacement	799,000		13,795.74	12,795.13	26,590.87
ILLINOIS MUNICIPAL ELECTRIC AGENCY	IMEA	Non-Displacement	3,000		69.18	64.15	133.33
INDIANA MUNICIPAL POWER AGENCY	IMPA	Non-Displacement	3,000		74,44	69.04	143.48
INDIANA MONICIPAL FOWER AGENCY INDIANAPOLIS POWER & LIGHT CO.	IPAL	Non-Displacement	98,000		3,472.51	3,220.65	6,693.16
KANSAS CITY POWER & LIGHT	KCPL	Non-Displacement	1,201,000		22,998.21	21,330.13	44,328.34
LG&E ENERGY MARKETING INC.	LEM	Non-Displacement	330,000		5,817.56	5,395.60	11,213.16
MORGAN STANLEY CAPITAL GROUP, INC.	MS	Non-Displacement	104,000	-	1,900.74	1,762.88	3,663.62
	NIPS	Non-Displacement	3,922,000		66,581.30	61,752.10	128,333.40
NO. INDIANA PUBLIC SERVICE CO.	NSP	Non-Displacement	7,000		228.81	212.22	441.03
NORTHERN STATES POWER COMPANY	OVEC	Non-Displacement	4,000	-	214.60	199.03	413.63
OHIO VALLEY ELECTRIC CORPORATION	PPL	Non-Displacement	626,000	-	9,427.36	8,743.58	18,170.94
PPL ELECTRIC UTILITIES CORP.		Non-Displacement	2,262,000		46,461.67	43,091.75	89,553.42
SELECT ENERGY, INC.	SELE	Non-Displacement	2,202,000			10,001.10	47,000,74

POWER TRANSACTION SCHEDULE

Month Ended: FEBRUARY 29, 2004

Conroy

Month Ended: FEBRUARY 29, 2004							Conroy
		Type of			Billing Componen Fuel	ts Other	Total
Company		Transaction	<u> </u>	Demand(\$)	Charges(\$)	Charges(\$)	Charges(\$)
Durchasse							
Purchases OCIATED ELECT COOPERATIVE	AECI	Economy	40,000		2,023.71		2,023.71
RICAN ELECTRIC POWER SERVICE CORP.	AEP	Economy	208,000		10,207.28	-	10,207.28
EREN ENERGY, INC.	AMRN	Economy	140,000		6,646.20	-	6,646.20
BIG RIVERS ELECTRIC CORP.	BREC BREC	Economy	4,000 1,000		96.91 128.56	-	96.91
BIG RIVERS ELECTRIC CORP. CARGILL- ALLIANT, LLC	CARG	Economy Economy	(7,000)		(\$117.07)	-	128.56 (\$117.07)
CINERGY SERVICES, INC.	CIN	Economy	13,000		892.23	-	892.23
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Economy	28,000		1,123.47	-	1,123.47
CONSTELLATION POWER SOURCE, INC.	CONS	Economy	5,000		259.86	-	259.86
DAYTON POWER AND LIGHT COMPANY	DPL.	Economy	3,000		72.02	-	72.02
DUKE ENERGY TRADING AND MARKETING LLC	DETM DYN	Economy	47,000 65,000		2,742.25 2,772.44	-	2,742.25
DYNEGY POWER MARKETING, INC. EAST KENTUCKY POWER COOPERATIVE	EKPC	Economy Economy	6,000		312.62	-	2,772.44 312.62
ENTERGY-KOCH TRADING, LP	ENTE	Economy	32,000		1,355.19	-	1,355.19
EXELON GENERATION COMPANY, LLC	EXEL	Economy	35,000		1,616.78	*	1,616.78
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE	Economy	30,000		988.40	-	988.40
INDIANAPOLIS POWER & LIGHT CO.	IPAL	Economy	144,000		6,293.73	-	6,293.73
KANSAS CITY POWER & LIGHT NO. INDIANA PUBLIC SERVICE CO.	KCPL NIPS	Economy Economy	13,000 24,000		610.64 913.65	•	610.64 913.65
SOUTHERN COMPANY SERVICES, INC	SOUT	Economy	83,000		3,488.38	-	3,488.38
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Economy	111,000		4,175.14	-	4,175.14
WESTAR ENERGY, INC.	WSTR	Economy	81,000		4,016.65	-	4,016.65
LOUISVILLE GAS & ELECTRIC	LGE	Economy	550,154,000		7,851,105.50	-	7,851,105.50
OWENSBORO MUNICIPAL UTILITIES	OMU OVEC	Economy	156,085,000 29,960,000	1,302,048.41 299,920.05	2,509,490.47 384,596.52	-	3,811,538.88
OHIO VALLEY ELECTRIC CORPORATION ELECTRIC ENERGY INC	EEI	Surplus Permanent	137,046,000	756,015.56	1,476,549.61	-	684,516.57 2,232,565.17
TOTAL		1 on manoin	874,351,000	2,357,984.02	12,272,361.14		14,630,345.16
* ENERGY CHARGES AS APPLICABLE ON PURCHASES O	F ECONOMY EN	ERGY.					
Sales							
ALABAMA ELECTRIC COOP., INC.	AEC	Non-Displacement	259,000		4,833.39	4,665.17	9,498.56
ASSOCIATED ELECT COOPERATIVE	AECI	Non-Displacement	1,410,000		24,422.38	23,572.43	47,994.81
AMERICAN ELECTRIC POWER SERVICE CORP.	AEP	Non-Displacement	1,977,000		40,599.18	39,186.24	79,785.42
AMEREN ENERGY, INC.	AMRN	Non-Displacement	761,000		15,077.54 20.30	14,552.81	29,630.35
AMERICAN MUNICIPAL POWER-OHIO, INC. AQUILA, INC. D/B/A AQUILA NETWORKS	AMPO AQIN	Non-Displacement Non-Displacement	1,000 473,000	_	9,030.32	19.59 8,716.03	39.89 17,746.35
BP ENERGY COMPANY	BP	Non-Displacement	752,000		14,946.96	14,426.78	29,373.74
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	2,000		25.96	25.07	51.03
RIVERS ELECTRIC CORP.	BREC	Non-Displacement	8,000		419.28	404.69	823.97
JILL- ALLIANT, LLC	CARG	Non-Displacement	953,000		16,698.66	16,117.52	32,816.18
. ↓ ERGY SERVICES, INC. CITADEL ENERGY PRODUCTS LLC	CIN CTDL	Non-Displacement Non-Displacement	1,595,000 210,000		31,207.19 4,408.55	30,121.10 4,255.12	61,328.29 8,663.67
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Non-Displacement	295,000		4,710.81	4,546.86	9,257.67
CONSTELLATION POWER SOURCE, INC	CONS	Non-Displacement	324,000		5,791.09	5,589.53	11,380.62
CORAL POWER L.L.C.	CP	Non-Displacement	27,000		330.57	319.05	649.62
DOMINION ENERGY MARKETING, INC.	DEMI	Non-Displacement	126,000		2,568.20	2,478.81	5,047.01
DETROIT EDISON DAYTON POWER AND LIGHT COMPANY	DETE DPL	Non-Displacement Non-Displacement	376,000 1,037,000		6,961.60 19,518.03	6,719.31 18,838.76	13,680.91 38,356.79
DTE ENERGY TRADING, INC.	DTE	Non-Displacement	307,000		6,172.92	5,958.09	12,131.01
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Non-Displacement	707,000		13,356.86	12,892.01	26,248.87
DYNEGY POWER MARKETING, INC.	DYN	Non-Displacement	6,000		118.16	114.05	232.21
EAST KENTUCKY POWER COOPERATIVE	EKPC	Non-Displacement	1,710,000		36,538.98	35,267.34	71,806.32
ENTERGY-KOCH TRADING, LP EXELON GENERATION COMPANY, LLC	ENTE EXEL	Non-Displacement Non-Displacement	434,000 163,000	-	7,693.23 3,318.72	7,425.49 3,203.22	15,118.72 6,521.94
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE	Non-Displacement	134,000	-	2,337.22	2,255.88	4,593.10
H.Q. ENERGY SERVICES (U.S.) INC.	HQUS	Non-Displacement	42,000		791.96	764.39	1,556.35
ILLINOIS MUNICIPAL ELECTRIC AGENCY	IMEA	Non-Displacement	1,000		15.01	14.50	29.51
INDIANA MUNICIPAL POWER AGENCY	IMPA	Non-Displacement	1,000		15.37	14.84	30.21
INDIANAPOLIS POWER & LIGHT CO. KANSAS CITY POWER & LIGHT	IPAL KCPL	Non-Displacement Non-Displacement	290,000 167,000		7,559.71 3,086.03	7,296.61 2,978.64	14,856.32 6,064.67
LG&E ENERGY MARKETING INC.	LEM	Non-Displacement	71,000	-	1,175.33	1,134.43	2,309.76
NO. INDIANA PUBLIC SERVICE CO.	NIPS	Non-Displacement	1,210,000		25,951.13	25,047.96	50,999.09
NORTHERN STATES POWER COMPANY	NSP	Non-Displacement	23,000		420.02	405.41	825.43
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Non-Displacement	3,000	-	140.17	135.30	275.47
PPL ELECTRIC UTILITIES CORP.	PPL. PSEG	Non-Displacement Non-Displacement	255,000 126,000		3,847.28 2,760.53	3,713.38 2,664.46	7,560.66 5,424.99
PSEG ENERGY RESOURCES & TRADE LLC SOUTHERN COMPANY SERVICES, INC	SOUT	Non-Displacement	10,000	-	147.07	141.95	289.02
SELECT ENERGY, INC.	SELE	Non-Displacement	1,470,000	-	29,747.79	28,712.49	58,460.28
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Non-Displacement	93,000	-	2,205.47	2,128.72	4,334 19
SOUTHERN ILLINOIS PUBLIC SER.	SIPC	Non-Displacement	1,000	•	15.96	15.41	31.37
SPLIT ROCK ENERGY LLC	SPRE	Non-Displacement	84,000		1,498.42	1,446.28	2,944.70
STRATEGIC ENERGY LLC THE ENERGY AUTHORITY	STRA TEA	Non-Displacement Non-Displacement	84,000 62,000		1,925.84 951.40	1,858.81 918.28	3,784.65 1,869.68
TENASKA POWER SERVICES CO.	TPS	Non-Displacement	5,000		131.22	126.66	257.88
TRANSALTA ENERGY MARKETING (U.S.) INC.	TALT	Non-Displacement	942,000		18,471.71	17,828.85	36,300.56
TENNESSEE VALLEY AUTHORITY	TVA	Non-Displacement	3,329,000		57,486.41	55,485.74	112,972.15
STAR ENERGY, INC.	WSTR	Non-Displacement	618,000		10,803.94	10,427.93	21,231.87
ASH VALLEY POWER ASSOCIATION	WVPA	Non-Displacement	227,000		4,427.38	4,273.32	8,700.70
JCELLANEOUS OWENSBORO MUNICIPAL UTILITIES	OMU	Non-Displacement	80,000	-	(117.07) 1,316.60	117.07 253.82	1,570 42
LOUISVILLE GAS & ELECTRIC	LGE	Non-Displacement	399,199,000		6,879,522.43	736,541.93	7,616,064.36
TOTAL		-	422,440,000	-	7,325,403.21	1,166,118.13	8,491,521.34

POWER TRANSACTION SCHEDULE

Month Ended: MARCH 31, 2004

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Month Ended: MARCH 31, 2004							Conroy
		Time of			Billing Components Fuel	Other	Total
Company		Type of Transaction	KWH	Demand(\$)	Charges(\$)	Charges(\$)	Charges(\$)
Purchases	AECI	Economy	325,000		16,136.81	_	16,136.81
CIATED ELECT COOPERATIVE	AECI	Economy Economy	255,000		20,070-81	-	20.070.81
AutEREN ENERGY, INC.	AMRN	Economy	295,000		11,944.25	-	11,944.25
BIG RIVERS ELECTRIC CORP.	BREC	Economy	7,000		221 83	-	221.83
BIG RIVERS ELECTRIC CORP.	BREC	Economy	10,000		1,072.64	-	1,072.64
CARGILL- ALLIANT, LLC	CARG	Economy	30,000		1,161.36		1,161.36
CINERGY SERVICES, INC.	CIN	Economy	173,000		10,032.71	•	10,032.71
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Economy	15,000		956.14	-	956.14
CONSTELLATION POWER SOURCE, INC.	CONS DETE	Economy	89,000 5,000		4,808.10 246.14	-	4,808.10 246.14
DETROIT EDISON DAYTON POWER AND LIGHT COMPANY	DPL	Economy Economy	30,000		1,503.29		1,503.29
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Economy	22,000		769.90	-	769.90
DYNEGY POWER MARKETING, INC.	DYN	Economy	208,000		9,159.49	-	9,159.49
EAST KENTUCKY POWER COOPERATIVE	EKPC	Economy	62,000		2,329.41		2,329.41
ENTERGY-KOCH TRADING, LP	ENTE	Economy	15,000		758.93	-	758.93
EXELON GENERATION COMPANY, LLC	EXEL	Economy	256,000		11,599.22	-	11,599.22
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE	Economy	54,000		1,523.08	-	1,523.08
INDIANAPOLIS POWER & LIGHT CO.	IPAL.	Economy	42,000	-	1,174.90	-	1,174.90
NO. INDIANA PUBLIC SERVICE CO.	NIPS OVEC	Economy	113,000		3,757.81 10.26	-	3,757.81 10.26
OHIO VALLEY ELECTRIC CORPORATION SOUTHERN COMPANY SERVICES, INC	SOUT	Economy Economy	40,000		1,750.86	-	1,750.86
SOUTHERN INDIANA GAS & ELECTRIC CO	SIGE	Economy	35,000		1,653-20	-	1,653.20
LOUISVILLE GAS & ELECTRIC	LGE	Economy	484,177,000		6,294,462.16	-	6,294,462.16
OWENSBORO MUNICIPAL UTILITIES	OMU	Economy	51,490,000	1,318,164.12	925,479.51	-	2,243,643.63
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Surplus	27,311,000	211,200.26	495,971.39	-	707,171.65
ELECTRIC ENERGY INC	EEI	Permanent	120,821,000	880,409.31	1,301,714.40	-	2,182,123.71
TOTAL		FROM	685,880,000	2,409,773.69	9,120,268.60	-	11,530,042.29
* ENERGY CHARGES AS APPLICABLE ON PURCHASES OF	- ECONOMY EN	ERGY					
Sales							
ALABAMA ELECTRIC COOP., INC.	AEC	Non-Displacement	13,000		294.71	328.99	623.70
ASSOCIATED ELECT COOPERATIVE	AECI	Non-Displacement	3,530,000		55,651.03	62,125.60	117,776.63
AMERICAN ELECTRIC POWER SERVICE CORP.	AEP	Non-Displacement	1,882,000		31,663-56	35,347.38	67,010.94
AMEREN ENERGY, INC.	AMRN	Non-Displacement	326,000		5,000.52	5,582.29	10,582.81
AQUILA, INC. D/B/A AQUILA NETWORKS	AQIN	Non-Displacement	724,000		13,974.05	15,599.83	29,573.88
BP ENERGY COMPANY	BP	Non-Displacement	62,000	-	1,450.06	1,618.77	3,068.83
BIG RIVERS ELECTRIC CORP.	BREC BREC	Non-Displacement Non-Displacement	6,000 69,000		55.17 3,421.08	61.58 3,819.10	116.75 7,240-18
BIG RIVERS ELECTRIC CORP. GILL- ALLIANT, LLC	CARG	Non-Displacement	2,325,000		39,201.87	43,786.71	82,988.58
RGY SERVICES, INC.	CIN	Non-Displacement	1,461,000		23,158.71	25,853.03	49,011.74
ADEL ENERGY PRODUCTS LLC	CTDL	Non-Displacement	82,000		1,292.66	1,443.04	2,735.70
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Non-Displacement	567,000		9,580.90	10,695.55	20,276.45
CONOCOPHILLIPS COMPANY	CONO	Non-Displacement	19,000		276.36	308.50	584.86
CONSTELLATION POWER SOURCE, INC.	CONS	Non-Displacement	563,000		9,490.36	10,596.66	20,087.02
CORAL POWER L.L.C.	CP	Non-Displacement	11,000		150.87	168.43	319.30
DOMINION ENERGY MARKETING, INC.	DEMI DETE	Non-Displacement Non-Displacement	10,000 660,000		159.09 12,342.75	177.60 13,778.74	336.69 26,121.49
DETROIT EDISON DAYTON POWER AND LIGHT COMPANY	DPL	Non-Displacement	235,000		4,359.59	4,866.80	9,226.39
DTE ENERGY TRADING, INC.	DTE	Non-Displacement	1,078,000		17,905.49	19,988.65	37,894.14
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Non-Displacement	512,000		10,113.40	11,290.01	21,403.41
DYNEGY POWER MARKETING, INC.	DYN	Non-Displacement	3,000		43.36	48.42	91.78
EAST KENTUCKY POWER COOPERATIVE	EKPC	Non-Displacement	2,623,000		49,282.24	55,015.85	104,298.09
ENTERGY-KOCH TRADING, LP	ENTE	Non-Displacement	415,000		6,797.74	7,588.60	14,386.34
EXELON GENERATION COMPANY, LLC	EXEL	Non-Displacement	456,000		7,787.55	8,693.58	16,481.13
HOOSIER ENERGY RURAL ELECTRIC COOP	HE	Non-Displacement Non-Displacement	358,000	•	6,125.91	6,838.61	12,964.52
ILLINOIS MUNICIPAL ELECTRIC AGENCY INDIANA MUNICIPAL POWER AGENCY	IMEA IMPA	Non-Displacement	55,000 58,000		1,281.25 1,352.98	1,430.31 1,510.38	2,711.56 2,863.36
INDIANA MUNICIPAL POWER AGENCI INDIANAPOLIS POWER & LIGHT CO.	IPAL	Non-Displacement	194,000	•	4,353.46	4,859.94	9,213.40
KANSAS CITY POWER & LIGHT	KCPL	Non-Displacement	563,000		10,432.56	11,646.30	22,078.86
LG&E ENERGY MARKETING INC.	L.EM	Non-Displacement	1,855,000		32,894.72	36,721.76	69,616.48
MORGAN STANLEY CAPITAL GROUP, INC.	MS	Non-Displacement	3,000		81.48	90.96	172.44
NO. INDIANA PUBLIC SERVICE CO.	NIPS	Non-Displacement	2,495,000	-	44,166.54	49,304.99	93,471.53
NORTHERN STATES POWER COMPANY	NSP	Non-Displacement	73,000	-	1,301.84	1,453.29	2,755.13
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Non-Displacement	4,000		209.39	233.74	443.13
PSEG ENERGY RESOURCES & TRADE LLC	PSEG	Non-Displacement Non-Displacement	164,000 76,000	•	2,352.70 1,197.79	2,626.42 1,337.15	4,979.12 2,534.94
SOUTH CAROLINA ELECTRIC & GAS	SCEG SELE	Non-Displacement	164,000		2,662.85	2,972.64	5,635.49
SELECT ENERGY, INC. SEMPRA ENERGY TRADING CORP.	SEMP	Non-Displacement	75,000	-	1,594.62	1,780.16	3,374.78
SOUTHERN INDIANA GAS & ELECTRIC CO	SIGE	Non-Displacement	567,000		10,978.75	12,256.06	23,234.81
SPLIT ROCK ENERGY LLC	SPRE	Non-Displacement	2,388,000		37,684.70	42,069.03	79,753.73
THE ENERGY AUTHORITY	TEA	Non-Displacement	271,000		4,122.41	4,602.03	8,724.44
TENASKA POWER SERVICES CO.	TPS	Non-Displacement	946,000		14,476 96	16,161.24	30,638.20
TRANSALTA ENERGY MARKETING (U.S.) INC.	TALT	Non-Displacement	958,000		15,255.65	17,030.51	32,286.16
TENNESSEE VALLEY AUTHORITY	TVA	Non-Displacement	3,762,000		61,612.65	68,780.80	130,393.45
WESTAR ENERGY, INC.	WSTR	Non-Displacement	2,496,000		42,741.32	47,713.93	90,455.25
WABASH VALLEY POWER ASSOCIATION	WVPA	Non-Displacement	395,000		7,634,78 29,644.20	8,523.06	16,157.84
SNSBORO MUNICIPAL UTILITIES NSBORO MUNICIPAL UTILITIES	OMU OMU	Non-Displacement Allowances	1,251,000	-	27,044.20	4,603.02 102.00	34,247.22 102.00
JISVILLE GAS & ELECTRIC	LGE	Non-Displacement	302,235,000		4,885,064.61	761,573.20	5,646,637.81
TOTAL			339,038,000	-	5,522,677.24	1,445,005.24	6,967,682.48

POWER TRANSACTION SCHEDULE

Month Ended: APRIL 30, 2004

Billing Components Fuel

					Billing Components		
		Type of			Fuel	Other	Total
Company		Transaction	KWH	Demand(\$)	Charges(\$)	Charges(\$)	Charges(\$)
Purchases							
CIATED ELECT COOPERATIVE	AECI	Economy	250,000		14,485.82	-	14,485.82
JCAN ELECTRIC POWER SERVICE CORP.	AEP	Economy	1,728,000		79,715.78	*	79,715.78
REN ENERGY, INC.	AMRN	Economy	1,996,000		94,410.41	-	94,410.41
BIG RIVERS ELECTRIC CORP.	BREC	Economy	70,000 4,000		\$2,099.54 374.71	-	\$2,099.54 374.71
BIG RIVERS ELECTRIC CORP.	BREC CARG	Economy Economy	205,000		8,595.70		8,595.70
CARGILL- ALLIANT, LLC CINERGY SERVICES, INC.	CIN	Есопоту	2,788,000		123,828.48	-	123,828.48
CITADEL ENERGY PRODUCTS LLC	CTDL	Economy	395,000		\$5,925.00	-	\$5,925.00
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Economy	97,000		4,665.00	-	4,665.00
CONSTELLATION POWER SOURCE, INC.	CONS	Economy	146,000		6,822.00	-	6,822.00
CONSUMER ENERGY	CONE	Economy	1,878,000		71,270.59	-	71,270.59
DETROIT EDISON	DETE	Economy	169,000		6,622.00 9,906.88	•	6,622.00 9,906.88
DAYTON POWER AND LIGHT COMPANY	DPL. DTE	Economy Economy	302,000 378,000		5,700.04	-	5,700.04
DTE ENERGY TRADING, INC. DUKE ENERGY TRADING AND MARKETING LLC	DETM	Economy	614,000		24,056.00		24,056.00
DYNEGY POWER MARKETING, INC.	DYN	Economy	398,000		15,923.55	-	15,923.55
EDISON MISSION MARKETING & TRADING	EMIS	Economy	395,000		5,925.00	-	5,925.00
EAST KENTUCKY POWER COOPERATIVE	EKPC	Economy	9,000		937.27	•	937.27
ENTERGY-KOCH TRADING, LP	ENTE	Economy	899,000		35,512.00	-	35,512.00
EXELON GENERATION COMPANY, LLC	EXEL	Economy	2,111,000		57,755.15	•	57,755.15
INDIANAPOLIS POWER & LIGHT CO.	IPAL.	Economy	4,921,000		134,507.20 11,780.00	-	134,507.20 11,780.00
KANSAS CITY POWER & LIGHT	KCPL NIPS	Economy Economy	216,000 144,000		6,276.00	-	6,276.00
NO. INDIANA PUBLIC SERVICE CO. NORTHERN STATES POWER COMPANY	NSP	Economy	423,000		21,009.00	-	21,009.00
SOUTHEASTERN POWER ADMINISTRATION	SEPA	Economy	124,000		4,355.50	-	4,355.50
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Economy	634,000		30,615.23	-	30,615.23
TENNESSEE VALLEY AUTHORITY	TVA	Economy	424,000		16,601.00	•	16,601.00
WESTAR ENERGY, INC.	WSTR	Economy	267,000		11,651.91	•	11,651.91
WABASH VALLEY POWER ASSOCIATION	WVPA	Economy	721,000		28,119.00	•	28,119.00
LOUISVILLE GAS & ELECTRIC	LGE	Economy	243,383,000		3,376,654.95	-	3,376,654.95
OWENSBORO MUNICIPAL UTILITIES	OMU	Economy	123,634,000	1,011,770.22 (103,974.59)	2,231,901.31 \$667,683.51	-	\$3,243,671.53 \$563,708.92
OHIO VALLEY ELECTRIC CORPORATION	OVEC EEI	Surplus Permanent	32,023,000 128,651,000	1,514,453.57	1,349,172.37	-	2,863,625.94
ELECTRIC ENERGY INC TOTAL	EEI	I CIMAICIA	550,397,000	2,422,249.20	8,464,857.90	-	10,887,107.10
* ENERGY CHARGES AS APPLICABLE ON PURCHASES C	F ECONOMY EN	ERGY.		_,,_	-,,		
Sales							
ALABAMA ELECTRIC COOP., INC.	AEC	Non-Displacement	82,000		3,422.06	1,905.89	5,327.95
CIATED ELECT COOPERATIVE	AECI	Non-Displacement	700,000		22,574.55	12,572.72	35,147.27
UCAN ELECTRIC POWER SERVICE CORP.	AEP AMRN	Non-Displacement Non-Displacement	266,000 22,000		10,020.09 850.07	5,580.61 473.43	15,600.70 1,323.50
AQUILA, INC. D/B/A AQUILA NETWORKS	AQIN	Non-Displacement	164,000		5,436.86	3,028.02	8,464.88
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	2,000	-	114.06	63.53	177.59
BIG RIVERS ELECTRIC CORP.	BREC	Non-Displacement	5,000		418.95	233.34	652.29
CARGILL- ALLIANT, LLC	CARG	Non-Displacement	622,000		19,764.18	11,021.12	\$30,785.30
CINERGY SERVICES, INC.	CIN	Non-Displacement	151,000		5,570.73	3,102.58	8,673.31
COBB ELECTRIC MEMBERSHIP CORPORATION	COBB	Non-Displacement	247,000		\$9,162.58	5,030.19	\$14,192.77
CONSTELLATION POWER SOURCE, INC.	CONS	Non-Displacement	149,000		5,054.44	2,815.04	7,869.48 5,101.12
DOMINION ENERGY MARKETING, INC.	DEMI DETE	Non-Displacement Non-Displacement	81,000 145,000		3,276.37 4,525.17	1,824.75 2,520.27	7,045.44
DETROIT EDISON	DPL	Non-Displacement	135,000		5,127.82	2,855.90	7,983.72
DAYTON POWER AND LIGHT COMPANY DTE ENERGY TRADING, INC.	DTE	Non-Displacement	287,000		10,112.81	5,632.25	15,745.06
DUKE ENERGY TRADING AND MARKETING LLC	DETM	Non-Displacement	20,000		698.33	388.93	1,087.26
DYNEGY POWER MARKETING, INC.	DYN	Non-Displacement	3,000		120.30	67.00	187.30
EAST KENTUCKY POWER COOPERATIVE	EKPC	Non-Displacement	581,000		19,668.70	10,954.34	30,623.04
ELECTRIC ENERGY INC	EEI	Non-Displacement	75,000	-	2,240.91	1,248.06	3,488.97
ENTERGY-KOCH TRADING, LP	ENTE	Non-Displacement	16,000		547.78	305.09	852.87
EXELON GENERATION COMPANY, LLC	EXEL	Non-Displacement	57,000	105,793.96	1,872.49 17,228.54	1,042.88 (89,192.62)	2,915.37 33,829-88
HOOSIER ENERGY RURAL ELECTRIC COOP.	HE IPAL	Non-Displacement Non-Displacement	489,000 159,000	103,793.90	6,798.24	3,786.23	10,584.47
INDIANAPOLIS POWER & LIGHT CO. KANSAS CITY POWER & LIGHT	KCPL	Non-Displacement	255,000	-	8,292.07	4,618.20	12,910.27
LG&E ENERGY MARKETING INC.	LEM	Non-Displacement	187,000		6,496.82	3,618.35	10,115.17
NO. INDIANA PUBLIC SERVICE CO	NIPS	Non-Displacement	1,194,000		43,483.81	24,217.98	67,701.79
NORTHERN STATES POWER COMPANY	NSP	Non-Displacement	10,000		368 47	205.21	573.68
OHIO VALLEY ELECTRIC CORPORATION	OVEC	Non-Displacement	4,000		338.25	188.39	526.64
SOUTHERN INDIANA GAS & ELECTRIC CO.	SIGE	Non-Displacement	27,000		\$1,201.05	176.50	\$1,377.55
SOUTHERN ILLINOIS PUBLIC SER.	SIPC	Non-Displacement	2,000		59.01	32.87	91.88
SPLIT ROCK ENERGY LLC	SPRE	Non-Displacement	58,000 20,000	-	2,102.73 642.27	1,171.09 357.70	3,273.82 999.97
THE ENERGY AUTHORITY	TEA TPS	Non-Displacement Non-Displacement	20,000 35,000		1,043.52	581.17	1,624.69
TENASKA POWER SERVICES CO TENNESSEE VALLEY AUTHORITY	TVA	Non-Displacement	837,000		29,833.23	16,615.37	46,448.60
WESTAR ENERGY, INC.	WSTR	Non-Displacement	563,000		19,364.80	10,785.08	30,149.88
WABASH VALLEY POWER ASSOCIATION	WVPA	Non-Displacement	71,000		2,570.18	1,431.44	4,001.62
MISCELLANEOUS		•	-		(0.46)	0.46	-
OWENSBORO MUNICIPAL UTILITIES	OMU	Non-Displacement	409,000	-	6,475 08	1,279.73	7,754.81
OWENSBORO MUNICIPAL UTILITIES	OMU	Allowances	•			2,200.00	2,200.00
'ISVILLE GAS & ELECTRIC	LGE	Non-Displacement	137,307,000	106 702 04	2,594,656.44	350,732.25	2,945,388.69
L			145,437,000	105,793.96	2,871,533 30	405,471.34	3,382,798.60

KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 5

Witness: John Malloy

- Q-5. List KU's scheduled, actual, and forced outages between November 1, 2003 and April 30, 2004.
- A-5. Please see the attached sheets.

Green River Units 1-2 were operationally retired December 31, 2003. That retirement was booked on March 31, 2004.

Kentucky Utilities Company E. W. Brown Unit 1 November 2003 through April 2004

Schedule vs Actual

	REASON FOR DEVIATION FROM SCHEDULED MAIN LENANCE OK REASON FOR	Actual FORCED OUTAGE AS APPROPRIATE	540:48 Annual boiler inspection			15 Burner controls		Deaerator shell leak	
	HOURS OF DURATION	ced Actu	540:			35:15		106:23	
	HOURS OF	Scheduled Forced	13:00			35:15		106	
		Sch	3 8:23 54					4 1:37	
		10	11/30/200			2/29/2004		4/20/2004 1:37	
	Actual	FROM	11/7/2003 19:35			2/29/2004 10:40 2/27/2004 23:25 2/29/2004 10:40		4/15/2004 15:14	
MAINTENANCE		TO	11/30/2003 15:00 11/7/2003 19:35 11/30/2003 8:23 543:00			2/29/2004 10:40			
	Scheduled	MC	11/8/2003 0:00	No Outages > or = 6 Hours	No Outages > or = 6 Hours	2/27/2004 23:25	No Outages > or = 6 Hours		
		FROM	S	No Outa	No Outa	S	No Outs	LL.	
		MONTH	Νον	Dec	Jan	Feb	Mar	Apr	

Attachment to Question No. 5 Page 1 of 24 Malloy

Kentucky Utilities Company E. W. Brown Unit 2 November 2003 through April 2004

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	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE	131:09 Annual outage - including replacing superheat tube assemblies and economizer side wall tubes		Feedwater controls	Fire			53:35 Furnace wall boiler tube leaks
	rion	Actual	131:09						53:35
	OF DURA	Forced			9:03	132:29			
	HOURS	cheduled	39:00						53:35
		TO	11/6/2003 11:09		1/23/2004 14:56	1/29/2004 5:26			4/26/2004 4:13
	Actual	FROM			1/23/2004 5:53 1/23/2004 14:56	1/23/2004 16:57			4/26/2004 4:13 4/23/2004 22:38 4/26/2004 4:13
MAINTENANCE		TO	11/2/2003 15:00						4/26/2004 4:13
	Scheduled	FROM		No Outages > or = 6 Hours			No Outages > or = 6 Hours	No Outages > or = 6 Hours	4/23/2004 22:38
			s	No C	ц.	ĿL.	No (No (S
		MONTH	Nov	Dec	Jan		Feb	Mar	Apr

Kentucky Utilities Company E. W. Brown Unit 3 November 2003 through April 2004

		MAINTENANCE					
	Scheduled		Actual		HOURS OF DURATION		REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	H FROM	TO	FROM	TO	Scheduled Forced	Actual	Actual FORCED OUTAGE AS APPROPRIATE
Nov	No Outages > or = 6 Hours						
Dec	No Outages > or = 6 Hours						
Jan	No Outages > or = 6 Hours						
Feb	No Outages > or = 6 Hours						
Mar	ш		3/17/2004 13:45	3/17/2004 13:45 3/19/2004 23:00	57:15		Switchyard: substation testing resulted in main generator trip
	S 3/20/2004 0:00		3/19/2004 23:00		288:00	289:00	289:00 Major boiler overhaul
Apr					720:00	720:00	Major boiler overhaut

Kentucky Utilities Company E. W. Brown Unit CT 5 November 2003 through April 2004

			MAINTENANCE					
	s	Scheduled		Actual		HOURS (JF DURATION	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	FROM		TO	FROM	TO	Scheduled 1	-orced Actual	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE
Nov	No Outages	No Outages > or = 6 Hours						
Dec	S	12/2/2003 6:30	12/2/2003 13:00		12/2/2003 6:30 12/2/2003 13:00	6:30	6:30	Fuel system: replace main fuel gas meter
Jan	LL.			1/31/2004 14:00			10:00	Fire detection system: deluge system froze and burst; plan to build a better heating system in deluge bidg
Feb	iL.				2/3/2004 12:30		60:30	Fire detection system: deluge system froze and burst; plan to build a better heating system in deluge bldg
Mar	No Outages	No Outages > or = 6 Hours						
Apr	No Outages	No Outages > or = 6 Hours						

	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	FORCED OUTAGE AS APPROPRIATE		Fuel system: repair sticking purge valve	Plant fuel change modifications to ready for fuel oil commissioning	Plant fuel change modifications to ready for fuel oil commissioning	Plant fuel change modifications to ready for fuel oil commissioning	Plant fuel change modifications to ready for fuel oil commissioning	Controls	Controis			Controls	Controls
lau	TION	Actual		11:20	97:11	14:13	24:11	45:10						18:00
Schedule vs Actual	HOURS OF DURATION	Forced							12:50	58:13			138:49	
Schec	HOURS	Scheduled		11:20	97:11	14:13	24:11	45:10						18:00
		TO		12/5/2003 19:40	12/12/2003 10:26	12/13/2003 8:54	12/14/2003 9:26	12/16/2003 17:35	1/7/2004 10:00	1/25/2004 17:26			4/19/2004 11:46	4/22/2004 8:00
	Actual	FROM		12/5/2003 8:20	12/8/2003 9:15	12/12/2003 18:41	12/13/2003 9:15	12/14/2003 20:25	1/6/2004 21:10	1/23/2004 7:13			4/13/2004 16:57	4/21/2004 14:00
	MAINTENANCE	10		12/5/2003 19:40	12/12/2003 10:26	12/13/2003 8:54	12/14/2003 9:26	12/16/2003 17:35 12/14/2003 20:25 12/16/2003 17:35						4/22/2004 8:00
Kentucky Utilities Company E. W. Brown Unit CT 6 November 2003 through April 2004	Scheduled	MC	No Outages > or = 6 Hours	12/5/2003 8:20	12/8/2003 9:15	12/12/2003 18:41	12/13/2003 9:15	12/14/2003 20:25			No Outages > or = 6 Hours	No Outages > or = 6 Hours		4/21/2004 14:00
Kentucky I E. W. Brov November		FROM	No Outs	S	S	S	S	S	ш.	ш	No Out	No Out:	LL.	S
		MONTH	Nov	Dec					Jan		Feb	Маг	Apr	

Attachment to Question No. 5 Page 5 of 24 Malloy

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Kentucky Utilities Company E. W. Brown Unit CT 7 November 2003 through April 2004

Schedule vs Actual

			NAINTENIANCE						
	1								
		Scheduled		Actual		HOUR	HOURS OF DURATION		REASON FOR DEVIATION EDOM SCHEDURED MAINTENANOT OF ACTOON FOR
MONTH		FROM	TO	FROM	10	Scheduled Forced		7	TENEVER OF DEPENDENCE OF THE OFFENDENCE OF TEASON FOR
Nov	ა	11/21/2003 6:30	11/21/2003 14:25	11/21/2003 14:25 11/21/2003 6:30 11/21/2003 14:25	11/21/2003 14:25	7:55		7:55	Fuel system
Dec	S	12/17/2003 12:00	12/19/2003 14:15	12/19/2003 14:15 12/17/2003 12:00 12/19/2003 14:15	12/19/2003 14:15	50:15		50:15	Performance testing
	u,			12/19/2003 18:08	12/19/2003 18:08 12/20/2003 10:16		16:08		Fuel system
	S	12/26/2003 6:30	12/26/2003 14:00		12/26/2003 6:30 12/26/2003 14:00	7:30		7:30	Heat shields
Jan	LL.			1/25/2004 17:11			150:49	-	Controls
Feb	u.				2/6/2004 17:00		137:00	-	Controls
Mar	Z	No Outages > or = 6 Hours							
Apr	z	No Outages > or = 6 Hours							

Attachment to Question No. Page 6 of 2 Mallo

Kentucky Utilities Company E. W. Brown Unit CT 8 November 2003 through April 2004

Schedule vs Actual

	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE				Generator Inspection and reinsulation of generator	Generator Inspection and reinsulation of generator	Generator Inspection and reinsulation of generator	
		Actual				0:00	737:30	720:00	
	HOURS OF DURATION	Scheduled Forced				48:00	744:00	87:00	
		70							
	Actual	FROM					3/1/2004 6:30	 	
MAINTENANCE		то						4/4/2004 15:00	
	Scheduled	FROM	No Outages > or = 6 Hours	No Outages > or = 6 Hours	No Outages > or = 6 Hours	2/28/2004 0:00			
		MONTH	Nov	Dec	Jan	Feb S	Mar S	Apr S	

Attachment to Question No. 5 Page 7 of 24 Malloy

Kentucky Utilities Company E. W. Brown Unit CT 9 November 2003 through April 2004

Schedule vs Actual

			MAINTENANCE				
	Ő	Scheduled		Actual		HOURS OF DURATION	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	H FROM		10	FROM	TO	Scheduled Forced Actual	Actual FORCED OUTAGE AS APPROPRIATE
Nov	No Outages	No Outages > or = 6 Hours					
Dec	No Outages	No Outages > or = 6 Hours					
Jan	No Outages	No Outages > or = 6 Hours					
Feb	No Outages	No Outages > or = 6 Hours					
Mar	No Outages	No Outages > or = 6 Hours					
Apr	S	4/7/2004 5:30	4/7/2004 14:25	4/7/2004 5:30	4/7/2004 14:25	8:55	Generator main leads

Attachment to Question No. 5 Page 8 of 24 Malloy

Kentucky Utilities Company E. W. Brown Unit CT 10 November 2003 through April 2004

Schedule vs Actual

		MAINTENANCE					
	Scheduled		Actual		HOURS (HOURS OF DURATION	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	FROM	TO TO	FROM	TO	Scheduled F	Forced Actual	FORCED OUTAGE AS APPROPRIATE
Nov	No Outages > or = 6 Hours						
Dec	No Outages > or = 6 Hours						
Jan	Ľ		1/23/2004 7:22	1/23/2004 7:22 1/23/2004 14:46		7:24	Controls
Feb	S 2/24/2004 14:00	0 2/26/2004 9:30	2/24/2004 14:00	2/26/2004 9:30	43:30	43:30	43:30 Switchyard transformer maintenance
Mar	No Outages > or = 6 Hours						
Apr	No Outages > or = 6 Hours						

Attachment to Question No. 5 Page 9 of 24 Malloy

Kentucky Utilities Company E. W. Brown Unit CT 11 November 2003 through April 2004

Schedule vs Actual

	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE			
	HOURS OF DURATION	Scheduled Forced Actual			
		TO			
	Actual	FROM			
MAINTENANCE		TO			
	Scheduled	FROM	No Outages > or = 6 Hours	No Outages > or = 6 Hours	No Outages > or = 6 Hours
		MONTH	Nov	Dec	Jan

No Outages > or = 6 Hours Feb

No Outages > or = 6 Hours Mar Apr

No Outages > or = 6 Hours

Attachment to Question No. 5 Page 10 of 24 Malloy

Kentucky Utilities Company Ghent Unit 1 November 2003 through April 2004

CONTRACTOR REASON FOR MAINTENANCE OR REASON FOR		FORCED OUTAGE AS APPRUPRIALE			Superheater boiler tube leak	Superheater boiler tube leak	SCR	SCR	SCR	Dearator leak	Feedwater regulator valve	Furnace wall boiler tube leak	
	1	Actual					25:00	696:00	291:04				
	HOURS OF DURATION	Forced			62:59	35:56				7:33	11:30	35:22	
	HOURS	Scheduled					24:00	696:00	327:00				
		T0 Sc			2/24/2003 21:52	11:04 1/30/2004 23:00			3/13/2004 3:04	3/17/2004 1:09	3/30/2004 12:07	4/12/2004 3:37	
	Actual	FROM			12/22/2003 6:53 12/24/2003 21:52	1/29/2004 11:04	1/30/2004 23:00			3/16/2004 17:36	3/30/2004 0:37	4/10/2004 16:15	
MAINTENANCE		TO							3/14/2004 15:00 -				
	Scheduled	DOM	I MOVII	No Outages > or = 6 Hours			1/31/2004 0:00		ţ				
				Nov	Dec	Jan F	S	Feb S	Mar S	LL.	ι.	Apr F	

Kentucky Utilities Company Ghent Unit 2 November 2003 through April 2004

		FORCED OUTAGE AS APPROPRIATE		Superheater boiler tube leaks	Superheater boiler tube leaks	Dearator: repair crack in heater shell			Opacity stack emissions		312:40 Turbine inspection
		Actual F		18:30 S	45:03 S	51:38 D			0		312:40 7
	HOURS OF DURATION								45:20		
	HOURS	Scheduled Forced		18:30	45:03	51:38					336:00
		10		11/1/2003 18:30 18:30	11/9/2003 20:05	11/29/2003 2:51			2/15/2004 23:36 2/17/2004 20:56		
	Actual	FROM			11/7/2003 23:02 11/9/2003 20:05	11/26/2003 23:13			2/15/2004 23:36		4/17/2004 23:20
MAINTENANCE			2	11/1/2003 18:30	11/9/2003 20:05	11/29/2003 2:51 11/26/2003 23:13					
	Cohodulod	Pollennien	FRUM		11/7/2003 23:02	11/26/2003 23:13	No Outages > or = 6 Hours	No Outages > or = 6 Hours		No Outages > or = 6 Hours	4/17/2004 0:00
	1		HINOW	Nov	S	S	Dec	Jan N	Feb F	Mar N	Apr S

Kentucky Utilities Company Ghent Unit 3 November 2003 through April 2004

REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	FORCED OUTAGE AS APPROPRIATE		SCR		Superheater boiler tube leaks	Superheater boiler tube leaks	455:41 Turbine inspection	210:38 Turbine inspection	Superheater boiler tube leaks	
	-0		64:56				455:41	210:38		
HOURS OF DURATION	Forced				27:55	42:22			28:51	
HOUR	HOURS OF DUR		64;56				456:00	255:00		
	C+		11/22/2003 17:30		1/28/2004 3:13	2/22/2004 4:53		4/9/2004 18:38	4/29/2004 3:46	
Actual		L L L	11/20/2003 0:34		1/26/2004 23:18	2/20/2004 10:31	3/13/2004 0:19		4/27/2004 22:55	
MAINTERNANCE		10	11/22/2003 17:30 11/20/2003 0:34 11/22/2003 17:30					4/11/2004 15:00 -		
	Scheaulea	FROM	11/20/2003 0:34	No Outages > or = 6 Hours			3/13/2004 0:00 -	Ì	Ŀ	
		MONTH	Nov S	Dec	Jan F	Feb F	Mar S	Apr S	μ.	

Kentucky Utilities Company Ghent Unit 4 November 2003 through April 2004

	REASON FOR DEVIATION FROM SCHEDULED MAIN LENANCE OR REASON FOR							
	REASON FOR DEVIATION FROM	Actual FORCED OUTAGE AS APPROPRIATE	397:15 Annual boiler outage					157:23 Precipitator fouling
	HOURS OF DURATION	Scheduled Forced Actual						
	Actual	TO	11/17/2003 13:15 543:00					4/9/2004 22:44 4/16/2004 12:07 157:23
MAINTENANCE		TO FROM	11/23/2003 15:00					4/16/2004 12:07 4/9/
	Scheduled	FROM		No Outages > or = 6 Hours	4/9/2004 22:44			
	.	MONTH	Nov S	Dec	Jan h	Feb	Mar	Apr S

Kentucky Utilities Company Green River Unit 1 November 2003 through April 2004

Schedule vs Actual

MAINTENANCE

	MAINTENANCE				TO A DEPARTMENT OF A DEPARTMENT OF BEASON FOR
Scheduled		Actual		HOURS OF DURATION IN	
FROM	TO	FROM	TO	Scheduled Forced Actual	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE
No Outages > or = 6 Hours					

No Outages > or = 6 Hours Dec

MONTH

Nov

Unit retired 12/31/03 NOTE: Attachment to Question No. 5 Page 15 of 24 Malloy

Kentucky Utilities Company Green River Unit 2 November 2003 through April 2004

Schedule vs Actual

	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	GE AS APPROPRIATE	
	DURATION REASON FOR D	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE	
	HOURS OF L	Scheduled Forc	
		TO	
	Actual	FROM	
MAINIENANCE		TO	
	Scheduled	FROM	
		MONTH	

ł

No Outages > or = 6 Hours Nov No Outages > or = 6 Hours Unit retired 12/31/03 Dec

NOTE:

Attachment to Question No. 5 Page 16 of 24 Malloy

Kentucky Utilities Company Green River Unit 3 November 2003 through April 2004

EASON FOR												
BEASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR				Generator bearings	Generator Exciter		Furnace wall boiler tube leaks	Superheater boiler tube leaks	Furnace wall boiler tube leaks	Furnace wall boiler tube leaks	Annual inspection (had a chance to begin a little early)	
NOITVO	RALION Actual	Actual					20:55				3:22	
HOURS OF DURATION		Scheduled Forced		9:33	11:12			19:30	54:52	46:12		
2	D H I	Schedule		-	~		0 20:55	m		8	00:0	
		0		12/19/2003 20:30	1/9/2004 1:03		3/13/2004 19:20	3/21/2004 19:48		4/2/2004 22:12		
	Actual	FROM		12/19/2003 10:57	1/8/2004 13:51		3/12/2004 22:25	3/21/2004 0:18	3/29/2004 17:08		4/30/2004 20:38	
MAINTENANCE		10					3/13/2004 19:20					
	Scheduled	FROM	No Outages > or = 6 Hours			No Outages > or = 6 Hours	3/12/2004 22:25				(5/1/2004 12:00:00 AM)	
	1	MONTH	Nov	Dec F	Jan F	Feb	Mar S	L	Ц.	Apr F	ю	

Kentucky Utilities Company Green River Unit 4 November 2003 through April 2004

Schedule vs Actual

	┢		MAINTENANCE					
	_	Scheduled		Actual		HOURS OF DURATION	IRATION	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	_	FROM	10	FROM	TO	Scheduled Forced	d Actual	FORCED OUTAGE AS APPROPRIATE
Nov	S	11/17/2003 20:32	11/19/2003 0:05	11/19/2003 0:05 11/17/2003 20:32 11/19/2003 0:05	11/19/2003 0:05	27:33	27:33	Superheater stagging/fouling
	ш.			11/28/2003 8:55 11/28/2003 1	11/28/2003 19:20	10:25	. =	High pressure heater
Dec	ц.			12/9/2003 9:54 12/10/2003	12/10/2003 17:45	31:51		Furnace wall boiler tube leaks
Jan	ш			1/4/2004 16:59	1/5/2004 18:29	25:30	-	Turbine oil system
	ა	1/10/2004 11:26	1/11/2004 7:56	1/10/2004 11:26	1/11/2004 7:56	20:30	20:30	Superheater tube leaks
	ა	1/16/2004 22:13	1/17/2004 15:14	1/16/2004 22:13	1/17/2004 15:14	17:01	17:01	Turbine-generator vibration
	S	1/17/2004 19:29	1/18/2004 13:48		1/17/2004 19:29 1/18/2004 13:48	18:19	18:19	Turbine-generator vibration
Feb	S	2/13/2004 22:25	2/16/2004 5:58	2/13/2004 22:25	2/16/2004 5:58	55:33	55:33	Furnace wall boiler tube leaks
	ц.			2/26/2004 11:58	2/27/2004 16:18	28:20	6	Furnace wall bolier tube leaks
Mar	~	No Outages > or = 6 Hours						
Apr	~	No Outages > or = 6 Hours						

Kentucky Utilities Company Haefling Unit 1 November 2003 through April 2004

Schedule vs Actual

MONTH	Scheduled	MAINTENANCE	E Actual FROM	10	HOURS OF DURATION Scheduled Forced Actual	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE
Nov No Outages	o Outages > or = 6 Hours					

No Outages > or = 6 Hours Dec No Outages > or = 6 Hours Jan No Outages > or = 6 Hours Feb No Outages > or = 6 Hours Mar Apr

No Outages > or = 6 Hours

Attachment to Question No. 5 Page 19 of 24 Malloy

Kentucky Utilities Company Haefling Unit 2 November 2003 through April 2004

Schedule vs Actual

	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE	
	HOURS OF DURATION	Scheduled Forced Actual	
		10	
	Actual	FROM	
MAINTENANCE		10	
	Scheduled	FROM	No Outages > or = 6 Hours
		MONTH	Nov

No Outages > or = 6 Hours Nov Dec No Outages > or = 6 Hours Jan No Outages > or = 6 Hours Feb

No Outages > or = 6 Hours Mar

No Outages > or = 6 Hours Apr Attachment to Question No. 5 Page 20 of 24 Malloy

Kentucky Utilities Company Haefling Unit 3 November 2003 through April 2004

Schedule vs Actual

		MAINIENANCE				
	Scheduled		Actual		HOURS OF DURATION	HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	FROM	TO	FROM	TO	Scheduled Forced Actual	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE
Nov	No Outages > $or = 6$ Hours					
Dec	No Outages > or = 6 Hours					
Jan	No Outages > or = 6 Hours					
Feb	No Outages > or = 6 Hours					

No Outages > or = 6 Hours Mar

No Outages > or = 6 Hours Apr

Attachment to Question No. 5 Page 21 of 24 Malloy

Kentucky Utilities Company Tyrone Unit 1 November 2003 through April 2004

Schedule vs Actual

HOURS OF DURATION REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE 0 Actua FROM MAINTENANCE o No Outages > or = 6 Hours Scheduled FROM MONTH

No Outages > or = 6 Hours Dec Nov

Jan

No Outages > or = 6 Hours

No Outages > or = 6 Hours Feb

No Outages > or = 6 Hours

Mar

No Outages > or = 6 Hours Apr

Attachment to Question No. 5 Page 22 of 24 Malloy

Kentucky Utilities Company Tyrone Unit 2 November 2003 through April 2004

Schedule vs Actual

	REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR	Scheduled Forced Actual FORCED OUTAGE AS APPROPRIATE			
	N REAS	stual FORC			
	HOURS OF DURATION	orced Ac			
	HOURS C	Scheduled F			
		TO			
	Actual	FROM			
MAINTENANCE		TO			
	Scheduled	FROM	No Outages > or = 6 Hours	No Outages > or = 6 Hours	
		MONTH	Nov	Dec	

No Outages > or = 6 Hours No Outages > or = 6 Hours Jan Feb

No Outages > or = 6 Hours Mar

No Outages > or = 6 Hours Apr

Attachment to Question No. 5 Page 23 of 24 Malloy

Kentucky Utilities Company Tyrone Unit 3 November 2003 through April 2004

Schedule vs Actual

			MAINTENANCE						
		Scheduled		Actual		HOURS (HOURS OF DURATION		REASON FOR DEVIATION FROM SCHEDULED MAINTENANCE OR REASON FOR
MONTH	E	FROM	TO	FROM	10	Scheduled Forced		Actual F(FORCED OUTAGE AS APPROPRIATE
Νον	ш			11/13/2003 7:38 11/13/2003 18:37	11/13/2003 18:37		10:59	μ μ	Traveling screens
	S	11/15/2003 0:00	11/23/2003 15:00	11/23/2003 15:00 11/14/2003 21:28 11/22/2003 13:48	11/22/2003 13:48	207:00	35	84:20 Aı	184:20 Annual boiler outage
Dec	£.,	No Outages > or = 6 Hours							
Jan	£	No Outages > or = 6 Hours							
Feb	ш.			2/8/2004 20:15	2/8/2004 20:15 2/15/2004 10:30	-	158:15	Ū	Condensate filtering system
Mar	2	No Outages > or = 6 Hours							
Apr	S	4/3/2004 0:00		4/2/2004 23:20		672:00	67	72:40 G	672:40 Generator stator rewind

KENTUCKY UTILITIES COMPANY

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 6

Witness: Mike Dotson

- Q-6. List all existing fuel contracts categorized as long-term (i.e., more than 1 year in length). Provide the following information for each contract:
 - a. Supplier's name and address.
 - b. Name and location of production facility.
 - c. Date when contract executed.
 - d. Duration of contract.
 - e. Date(s) of each contract revision, modification or amendment.
 - f. Annual tonnage requirements.
 - g. Actual annual tonnage received since the contract's inception.
 - h. Percent of annual requirements received during the contract's term.
 - i. Base price.
 - j. Total amount of price escalations to date.
 - k. Current price paid for coal under the contract (i + j).
- A-6. See Attached Sheets.

A. NAME/ADDRESS:	Argus Energy, LLC / KUF03951 107 Dennis Drive Lexington, Kentucky 40503
	Pen Coal Corporation / KUF99679 5110 Maryland Way, Suite 300 Brentwood, TN 37027
B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:	Cub Branch Mining Devilstrace Branch No.2, Rollem Fork Wayne, Lincoln & Mingo Counties, WV
C. CONTRACT EXECUTED DATE:	December 1, 1998
D. CONTRACT DURATION:	January 1, 1999 - December 31, 2001
E. CONTRACT AMENDMENTS:	Contract amended March 1999 to add additional 30,000 tons in 1999.
	Contract amended May 1, 2001 to extend contract expiration to October 31, 2002. Quality amended to 1.40 Lbs/Mmbtu – SO_2
	Contract amended November 1, 2001 to extend contract expiration to December 31, 2003.
	Contract amended December 31, 2002 to assign contract to Argus Energy, LLC.
F. ANNUAL TONNAGE REQUIREMENTS:	 1999 300,000 tons as amended 2000 450,000 tons 2001 310,462 tons as amended 2002 194,769 tons as amended 2003 194,679 tons as amended
G. ACTUAL TONNAGE: RECEIVED:	1999294,147 tons2000385,465 tons2001376,671 tons2002141,753 tons200367,060 tons

H. PERCENT OF ANNUAL REQUIREMENTS:	199998%200086%2001122%200273%200334%
I. BASE PRICE: (FOB Barge)	1/1/99- 6/30/99113.96 cents per MMBtu7/1/99- 12/31/99115.08 cents per MMBtu1/1/00- 6/30/00116.25 cents per MMBtu7/1/00- 12/31/00117.42 cents per MMBtu1/1/01- 6/30/01118.58 cents per MMBtu7/1/01- 12/31/01119.79 cents per MMBtu2002120.25 cents per MMBtu2003120.25 cents per MMBtu
J. ESCALATIONS TO DATE:	None

K. CURRENT CONTRACT PRICE:

Contract is complete.

A. NAME/ADDRESS:	Consol Energy / KUF00731 1800 Washington Road Pittsburgh, PA 15241
B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:	Consolidation Coal Company Shoemaker & McElroy Marshall County, WV
C. CONTRACT EXECUTED DATE:	May 12, 2000
D. CONTRACT DURATION:	January 1, 2000 - December 31, 2004
E. CONTRACT AMENDMENTS:	Amendment No. 1 effective January 1, 2002. Amending term, price, quantity and other terms & conditions.
	Amendment No. 2 effective January 1, 2003. Amending term, price quantity and other terms & conditions.
F. ANNUAL TONNAGE REQUIREMENTS:	20001,500,000 tons20011,500,000 tons2002800,000 tons2003800,000 tons20041,000,000 tons
G. ACTUAL TONNAGE: RECEIVED:	2000581,032 tons20011,343,218 tons2002889,109 tons2003775,060 tons2004231,525 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	200039%200190%2002126%200397%200469%69%(Based on 333,333 tons)

I.	BASE PRICE: (FOB Barge)	2001 2002 2003	74.38 cents per MMBtu75.21 cents per MMBtu96.38 cents per MMBtu96.31 cents per MMBtu96.31 cents per MMBtu
J.	ESCALATIONS TO DATE:	None	

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

96.31 cents per MMBtu

Arch Coal Sales Company, Inc. / KUF01777 CityPlace One, Suite 30 St. Louis, MO 63131

- B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge/ Huntington Docks)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

- Arch Coal, Inc. Ruffner, Wylo, Campbell's Creek Logan & Kanawha Counties, WV
- January 23, 2001

January 1, 2001 - December 31, 2005

Amendment No. 1 effective January 1, 2003. Amending tonnage, price and expiration date to December 31, 2005.

2001	900,000 tons
2002	900,000 tons
2003	200,000 tons
2004	400,000 tons
2005	Tonnage to be negotiated
2001	390,982 tons
2002	421,568 tons
2003	108,892 tons
2004	22,886 tons (through 4/30/04)
2001	82% (Based on 478,658 tons)
2002	122% (Based on 346,293 tons)
2003	96% (Based on 113,941 tons)
2004	117% (Based on 19,516 tons)
2001	110.45 cents per MMPtu
	110.45 cents per MMBtu
2002	113.11 cents per MMBtu
2003	134.22 cents per MMBtu

- 2003 134.22 cents per MMBtu
- 2004 139.30 cents per MMBtu
- None

139.30 cents per MMBtu

Ceredo Synfuel, LLC / KUF01833 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT:	Kanawha River Terminals, Inc. KRT-Ceredo Plant
LOCATION:	Cabell County, WV
C. CONTRACT EXECUTED DATE:	
D. CONTRACT DURATION:	March 1, 2001 - December 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Arch Coal Sales Company, Inc. – Contract KUF01777. Contract amended effective January 1, 2003.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE:	2001 251,369 tons
RECEIVED:	2002 408,684 tons
	2003 86,059 tons
	2004 29,961 tons (through 4/30/04
H. PERCENT OF ANNUAL	2001 100%
REQUIREMENTS:	2002 100%
	2003 100%
	2004 117% (Based on 25,550 tons)
I. BASE PRICE: (FOB Barge)	2001 102.25 cents per MMBtu
/	2002 104.92 cents per MMBtu
	2003 126.03 cents per MMBtu
	2004 131.11 cents per MMBtu

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

131.11 cents per MMBtu

None

Black Hawk Synfuel, LLC / KUF04864 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: Kanawha River Terminals, Inc. PLANT: Kanawha Plant LOCATION: Kanawha County, WV C. CONTRACT EXECUTED DATE: **D. CONTRACT DURATION:** January 1, 2004 - December 31, 2004 E. CONTRACT AMENDMENTS: Contract tonnage assigned from Arch Coal Sales Company, Inc. - Contract KUF01777. Contract amended effective January 1, 2004. F. ANNUAL TONNAGE **REQUIREMENTS:** As Available G. ACTUAL TONNAGE: 103,506 tons (through 4/30/04) 2004 **RECEIVED:** H. PERCENT OF ANNUAL 2004 117% (Based on 88,267 tons) **REQUIREMENTS:** I. BASE PRICE: (FOB Barge) 2004 124.10 cents per MMBtu J. ESCALATIONS TO DATE: None K. CURRENT CONTRACT PRICE: 124.10 cents per MMBtu

Arch Coal Sales Company, Inc. / KUF02848 CityPlace One, Suite 30 St. Louis, MO 63141

B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:	Arch Coal, Inc. Black Thunder Mine Campbell County, WY
C. CONTRACT EXECUTED DATE:	December 31, 2001
D. CONTRACT DURATION:	January 1, 2002 - December 31, 2005
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2002 1,000,000 tons 2003 1,000,000 tons
G. ACTUAL TONNAGE: RECEIVED:	2002765,772 tons2003919,470 tons2004223,214 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	 2002 77% 2003 92% 2004 Carry-over tons
I. BASE PRICE: (FOB Railcar)	 2002 59.66 cents per MMBtu 2003 59.66 cents per MMBtu 2004 59.66 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	59.66 cents per MMBtu

Arch Coal Sales Company, Inc. / KUF02849 CityPlace One, Suite 30 St. Louis, MO 63141

B. PRODUCTION FACILITY: OPERATOR: MINES:

LOCATION:

Arch Coal, Inc. Mingo-Logan, Ruffner, Wylo, Campbell's Creek Mingo, Logan, Boone & Kanawha Counties, WV

January 1, 2002 - December 31, 2005

Amendment No.1, effective December 1, 2003. Amending tonnage, quality, price and

December 31, 2001

other terms & conditions.

600,000 tons

1,100,000 tons

2002

2003

C. CONTRACT EXECUTED DATE:

- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge Huntington Docks)

 2004
 800,000 tons

 2005
 800,000 tons

 2002
 311,548 tons

 2003
 157,918 tons

 2004
 0 tons (through 4/30/04)

 2002
 105% (Based on 296,152 tons)

200383%(Based on 189,638 tons)20040%(Based on 0 tons)

2002	183.33 cents per MMBtu
1/1/03-11/30/03	183.33 cents per MMBtu
12/1/03-12/31/03	143.44 cents per MMBtu
2004	151.64 cents per MMBtu
2005	154.71 cents per MMBtu

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE: 151.64 cents per MMBtu

None

Black Hawk Synfuel, LLC / KUF02889 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:

Kanawha River Terminals, Inc. Kanawha Plant Kanawha County, WV

May 15, 2002 - December 31, 2004

Contract tonnage assigned from Arch Coal

Sales Company, Inc. – Contract KUF02849.

C. CONTRACT EXECUTED DATE:

D. CONTRACT DURATION:

E. CONTRACT AMENDMENTS:

F. ANNUAL TONNAGE REQUIREMENTS:

G. ACTUAL TONNAGE: RECEIVED:

H. PERCENT OF ANNUAL REQUIREMENTS:

As Available

August 1, 2002

2002	277,908 tons
2003	549,414 tons
2004	222,174 tons (through 4/30/04)
2002	100%
2003	100%
2004	88% (Based on 252,093 tons)

2002 167.08 cents per MMBtu
2003 167.08 cents per MMBtu
2004 136.19 cents per MMBtu

J. ESCALATIONS TO DATE:

I. BASE PRICE: (FOB Barge)

K. CURRENT CONTRACT PRICE:

136.19 cents per MMBtu

None

Ceredo Synfuel, LLC / KUF02890 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:

Kanawha River Terminals, Inc. KRT-Ceredo Plant Cabell County, WV

May 15, 2002 - December 31, 2004

25,940 tons

329,267 tons

100%

100%

C. CONTRACT EXECUTED DATE: August 1, 2002

As Available

2002

2003 2004

2002

2003

2004

2002

2003

2004

D. CONTRACT DURATION:

E. CONTRACT AMENDMENTS:

Contract tonnage assigned from Arch Coal Sales Company, Inc. – Contract KUF02849. Contract amended effective January 1, 2003.

12,844 tons (through 4/30/04)

88% (Based on 14,573 tons)

175.00 cents per MMBtu

175.00 cents per MMBtu

143.44 cents per MMBtu

F. ANNUAL TONNAGE REQUIREMENTS:

G. ACTUAL TONNAGE: RECEIVED:

H. PERCENT OF ANNUAL REQUIREMENTS:

I. BASE PRICE: (FOB Barge)

J. ESCALATIONS TO DATE:

None

K. CURRENT CONTRACT PRICE:

143.44 cents per MMBtu

A.	NAME/ADDRESS:	

KRT as agent for RC Synfuel, LLC/ KUF03937 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:	Kanawha River Terminals, Inc. KRT-Ceredo Plant Cabell County, WV
C. CONTRACT EXECUTED DATE:	
D. CONTRACT DURATION:	January 1, 2003 - December 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Arch Coal Sales Company, Inc. – Contract KUF02849.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE: RECEIVED:	2003 31,681 tons 2004 0 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	2003 100% 2004 0%
I. BASE PRICE: (FOB Barge)	2003 175.00 cents per MMBtu2004 143.44 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	143.44 cents per MMBtu

-

A. NAME/ADDRESS:	Massey Coal Sales Company, Inc. / KUF02850 P.O. Box 26765 Richmond, VA 23261
B. PRODUCTION FACILITY: OPERATOR: MINE: LOCATION:	Black Castle Mining, Co., Elk Run Coal Company Elk Run, Progress, Black Castle & Bandmill Boone & Logan Counties, WV
C. CONTRACT EXECUTED DATE:	February 14, 2002
D. CONTRACT DURATION:	April 1, 2002 – March 31, 2004
E. CONTRACT AMENDMENTS:	None
F. ANNUAL TONNAGE REQUIREMENTS:	2002533,333 tons2003800,000 tons2004266,667 tons
G. ACTUAL TONNAGE: RECEIVED:	2002412,489 tons2003280,861 tons200410,956 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	200279%(Based on 522,095 tons)2003136%(Based on 206,855 tons)2004100%(Based on 10,956 tons)
I. BASE PRICE: (FOB Barge)	 2002 180.63 cents per MMBtu 2003 180.63 cents per MMBtu 2004 180.63 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	180.63 cents per MMBtu

Ceredo Synfuel, LLC / KUF02897 Main & River Streets Ceredo, West Virginia 25507

Kanawha River Terminals, Inc.

May 15, 2002 - March 31, 2004

KRT-Ceredo Plant

Cabell County, WV

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:

C. CONTRACT EXECUTED DATE: August 22, 2002

D. CONTRACT DURATION:

E. CONTRACT AMENDMENTS:

F. ANNUAL TONNAGE REQUIREMENTS:

G. ACTUAL TONNAGE: RECEIVED:

H. PERCENT OF ANNUAL REQUIREMENTS:

I. BASE PRICE: (FOB Barge)

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

172.29 cents per MMBtu

As Available

KUF02850.

 2002
 77,905 tons

 2003
 194,843 tons

 2004
 0 tons (through 4/30/04

Contract tonnage assigned from Massey

Coal Sales Company, Inc. - Contract

2002100%2003100%20040%

2002 172.29 cents per MMBtu
2003 172.29 cents per MMBtu
2004 172.29 cents per MMBtu

None

Black Hawk Synfuel, LLC as agent for New River Synfuel, LLC / KUF03942 Main & River Streets Ceredo, West Virginia 25507

- B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:

Kanawha River Terminals, Inc. Kanawha Plant Kanawha County, WV

April 1, 2003

April 1, 2003 - March 31, 2004

Contract tonnage assigned from Massey Coal Sales Company, Inc. – Contract KUF02850.

- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:

As Available

2003 167,276 tons 2004 4,844 tons (through 4/30/04)

- H. PERCENT OF ANNUAL REQUIREMENTS: 2003 100% 2004 100%
 I. BASE PRICE: (FOB Barge) 2003 165.00 cents per MMBtu 2004 165.00 cents per MMBtu
 J. ESCALATIONS TO DATE: None
- K. CURRENT CONTRACT PRICE:

165.00 cents per MMBtu

Marmet Synfuel, LLC as agent for Calla Synfuel, LLC / KUF03940 Main & River Streets Ceredo, West Virginia 25507

April 1, 2003 - March 31, 2004

105,769 tons

100%

100%

KUF02850.

As Available

2003

2004

2003

2004

2003

2004

None

Contract tonnage assigned from Massey Coal Sales Company, Inc. – Contract

74,369 tons (through 4/30/04)

165.00 cents per MMBtu

165.00 cents per MMBtu

- B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:
 B. PRODUCTION FACILITY: Wanawha River Terminals, Inc. Marmet Plant Kanawha County, WV
 C. CONTRACT EXECUTED DATE: April 1, 2003
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

165.00 cents per MMBtu

Marmet Synfuel, LLC as agent for Imperial Synfuel, LLC / KUF03943 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:

Kanawha River Terminals, Inc. Marmet Plant Kanawha County, WV

April 1, 2003 - March 31, 2004

114,232 tons

100%

100%

Contract tonnage assigned from Massey Coal Sales Company, Inc. – Contract

122,336 tons (through 4/30/04)

165.00 cents per MMBtu

165.00 cents per MMBtu

April 1, 2003

KUF02850.

As Available

2003

2004

2003 2004

2003

2004

None

D. CONTRACT DURATION:

E. CONTRACT AMENDMENTS:

C. CONTRACT EXECUTED DATE:

- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

165.00 cents per MMBtu

Response to Question No. 6 Page 19 of 41 Dotson

A. NAME/ADDRESS:

KRT as agent for RC Synfuel, LLC / KUF03938 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:	Kanawha River Terminals, Inc. KRT-Ceredo Plant Cabell County, WV
C. CONTRACT EXECUTED DATE:	April 1, 2003
D. CONTRACT DURATION:	April 1, 2003 - March 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Massey Coal Sales Company, Inc. – Contract KUF02850.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE: RECEIVED:	2003 11,026 tons 2004 0 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	2003 100% 2004 0%
I. BASE PRICE: (FOB Barge)	2003 172.29 cents per MMBtu2004 172.29 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	172.29 cents per MMBtu

Black Beauty Coal Company / KUF02857 414 South Fares Ave. Evansville, Indiana 47702

- B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:

- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:
- 105.68 cents per MMBtu Quality #2
- 2002 250,000 tons 500,000 tons 2003 2004 500,000 tons 500,000 tons 2005 2006 500,000 tons 2007 500,000 tons 2002 229,166 tons 2003 486,333 tons 2004 9,324 tons (through 4/30/04) 2002 101% (Based on 226,461 tons) 2003 97% 2004 0% 2002 109.10 cents per MMBtu-Quality #2 2003 109.10 cents per MMBtu-Quality #2 2004 105.68 cents per MMBtu-Quality #2 None
- October 26, 2001

Gibson County, IN

Black Beauty Coal Company Somerville North & Central Mines

- January 1, 2002 December 31, 2007
- Amendment No.1 effective January 1, 2004. Amending tonnage, term, quality and price.

Response to Question No. 6 Page 21 of 41 Dotson

A. NAME/ADDRESS: Dodge Hill Mining Company, LLC / KUF02909 435 Davis Mine Road Sturgis, Kentucky 42459 **B. PRODUCTION FACILITY: OPERATOR:** Dodge Hill Mining Company, LLC MINES: Dekoven Mine LOCATION: Union County, KY C. CONTRACT EXECUTED DATE: October 31, 2002 **D. CONTRACT DURATION:** November 1, 2002 – December 31, 2005 E. CONTRACT AMENDMENTS: Amendment No. 1 effective January 15, 2003. Amending quantity - increase base tonnage to 300,000. F. ANNUAL TONNAGE **REOUIREMENTS:** 2002 14,285 tons / Base 2003 85,715 tons / Base 2004 100,000 tons / Base 2005 100,000 tons / Base 2003 200,000 tons / KU option 2004 200,000 tons / KU option 200,000 tons / KU option 2005 G. ACTUAL TONNAGE: 2002 50,311 tons **RECEIVED:** 2003 141,136 tons 2004 85,714 tons (through 4/30/04) H. PERCENT OF ANNUAL 352% 2002 **REQUIREMENTS:** 2003 100% 2004 100% I. BASE PRICE: (FOB Plant) 2002 136.00 cents per MMBtu 2003 136.00 cents per MMBtu

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

138.00 cents per MMBtu

138.00 cents per MMBtu

140.00 cents per MMBtu

2004

2005

None

Smoky Mountain Coal Corp. / KUF02860 9725 Cogdill Road, Suite 203 Knoxville, Tennessee 42413

B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:

> OPERATOR: MINES: LOCATION:

Allied Resources, Inc. Onton Resources' Mines

Webster County, KY

February 27, 2002

Webster County, KY

KMMC Mining

Vision #9

price.

C. CONTRACT EXECUTED DATE:

January 1, 2002 – December 31, 2010

- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:

- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge/ Seebree Dock)

- 2002200,000 tons2003200,000 tons2004400,000 tons2005400,000 tons2006400,000 tons2007-2010 To be determined
- 2002 52,826 tons 2003 203,370 tons 2004 38,364 tons (through 4/30/04)

Amendment No. 1 effective January 1,

2004. Amending term, quantity, quality and

- 2002 26% 2003 102%
- 2003 102%
- 2004 28% (Based on 133,333 tons)
- 2002 115.40 cents per MMBtu– Quality A
 2003 115.40 cents per MMBtu– Quality A
 2004 119.40 cents per MMBtu– Quality A
 2004 102.00 cents per MMBtu– Quality C
 2005 106.00 cents per MMBtu– Quality C
 2006 107.70 cents per MMBtu– Quality C

J. ESCALATIONS TO DATE:

None

K. CURRENT CONTRACT PRICE:

119.40 cents per MMBtu – Quality A

CONSOL Energy, Inc. / KUF03904 1800 Washington Road Pittsburgh, Pennsylvania 15241

B. PRODU	UCTION FACILITY:		
OP	ERATOR:	CONS	SOL of Kentucky
MI	NES:	Mill C	•
LO	CATION:	Letche	er County, KY
C. CONTI	RACT EXECUTED DATE:	Januar	ry 15, 2003
D. CONTI	RACT DURATION:	Januar	y 1, 2003 – December 31, 2005
E. CONT	RACT AMENDMENTS:	None	
F. ANNUA	AL TONNAGE		
REQUI	REMENTS:	2003	390,000 tons
			360,000 tons
		2005	
G. ACTUA	L TONNAGE:		
RECEIVED:	/ED:	2003	375,821 tons
		2004	138,080 tons (through 4/30/04)

H. PERCENT OF ANNUAL **REQUIREMENTS:** 2003 96% 115% (Based on 120,000 tons) 2004 I. BASE PRICE: (FOB Railcar) 104.00 cents per MMBtu 2003 2004 106.00 cents per MMBtu 2005 108.00 cents per MMBtu J. ESCALATIONS TO DATE: None K. CURRENT CONTRACT PRICE: 106.00 cents per MMBtu

Response to Question No. Page 25 of 4 Dotsoi

A. NAME/ADDRESS:

CONSOL Energy, Inc. / KUF03904 1800 Washington Road Pittsburgh, Pennsylvania 15241

CONSOL Pennsylvania Coal Co.

January 1, 2003 - December 31, 2005

- B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Plant)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

134.15 cents per MMBtu

2003	110,000 tons
2004	140,000 tons
2005	170,000 tons

Bailey/Enlow Fork

Greene County, PA

January 15, 2003

None

- 2003 112,952 tons2004 28,169 tons (through 4/34/04)
- 2003 103%
 2004 60% (Based on 46,667 tons)
 2003 131.56 cents per MMBtu
 2004 134.15 cents per MMBtu
- 2005 136.85 cents per MMBtu

None

Progress Fuels Corp. / KUF03915 410 South Wilmington Street Raleigh, North Carolina 27601

Diamond May Coal Company

Perry & Knott Counties, KY

Coal Company.

January 27, 2003

B. PRODUCTION FACILITY: OPERATOR: MINES:

LOCATION:

C. CONTRACT EXECUTED DATE:

D. CONTRACT DURATION:

E. CONTRACT AMENDMENTS:

F. ANNUAL TONNAGE REQUIREMENTS:

G. ACTUAL TONNAGE: RECEIVED:

H. PERCENT OF ANNUAL REQUIREMENTS:

I. BASE PRICE: (FOB Railcar)

J. ESCALATIONS TO DATE:

None

K. CURRENT CONTRACT PRICE:

109.77 cents per MMBtu

Amendment No. 1 effective February 1, 2004. Amending Producer, and delivery point.

January 1, 2003 – December 31, 2006

Various mines operated by Diamond May

2003 324,000 tons
2004 432,000 tons
2005 To be determined
2006 To be determined

2003 275,751 tons2004 113,052 tons (through 4/30/04)

2003 99% (Based on 277,977 tons) 2004 88% (Based on 128,120 tons)

2003 109.77 cents per MMBtu

2004 109.77 cents per MMBtu

- 2005 To be determined
- 2006 To be determined

ION:

Solid Energy, LLC / KUF03980 Main & River Streets Ceredo, West Virginia 25507

Solid Energy, LLC

Solid Energy-Plant

Letcher County, KY

November 1, 2003

- B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Railcar)

J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

- 2003 46,023 tons 2004 15,880 tons (through 4/30/04)

November 1, 2003 – January 31, 2005

Contract tonnage assigned from Progress Fuels Corp. – Contract KUF03915.

2003 100%

As Available

- 2004 100%
- 2003 101.95 cents per MMBtu2004 101.95 cents per MMBtu
- None
- 101.95 cents per MMBtu

Perry County Coal Corp. / KUF03913 200 Allison Blvd. Corbin, Kentucky 40701

April 1, 2003 – December 31, 2005

Perry County Coal Corp.

200,000 tons

400,000 tons 2005 To be determined

90,302 tons

66%

73%

59,164 tons (through 4/30/04)

123.08 cents per MMBtu

123.08 cents per MMBtu

To be determined

(Based on 137,835 tons)

(Based on 80,876 tons)

E-4 & E-3 mines

Perry County, KY

March 20, 2003

None

2003

2004

2003

2004

2003

2004

2003

2004

2005

- **B. PRODUCTION FACILITY: OPERATOR:** MINES: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE **REQUIREMENTS:**
- G. ACTUAL TONNAGE: **RECEIVED:**
- H. PERCENT OF ANNUAL **REQUIREMENTS:**
- BASE PRICE: (FOB Railcar) I.
- J. ESCALATIONS TO DATE:

None

K. CURRENT CONTRACT PRICE:

123.08 cents per MMBtu

Pike Letcher Synfuel, LLC / KUF03954 200 Allison Blvd. Corbin, Kentucky 40701

- B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Railcar)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

Perry County Coal Corp. BG#4 Synthetic fuel facility Perry County, KY

October 15, 2003

June 1, 2003 – December 31, 2005

Contract tonnage assigned from Perry County Coal Corp. – Contract KUF03913.

As Available

2003 62,165 tons 2004 52,457 tons (through 4/30/04)

2003 100%

- 2004 100%
- 2003 115.39 cents per MMBtu2004 115.39 cents per MMBtu
- None
- 115.39 cents per MMBtu

American Mining & Manufacturing Corp. / KUF02908 P.O. Box 244 Buckner, Kentucky 40010

American Mining & Manufacturing Corp.

- **B. PRODUCTION FACILITY: OPERATOR:** MINES: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE **REQUIREMENTS:**
- G. ACTUAL TONNAGE: **RECEIVED**:
- H. PERCENT OF ANNUAL **REQUIREMENTS**:
- I. BASE PRICE: (FOB Plant)

J. ESCALATIONS TO DATE:

December 4, 2002 November 1, 2002 – October 31, 2006

Stone Chapel

Hopkins County, KY

- None
- 50,000 tons 2002 300,000 tons 2003 300,000 tons 2004 250,000 tons 2005 To be determined 2006
- 2002 0 tons 2003 234,182 tons 55,603 tons (through 4/30/04) 2004
- 0% 2002 2003 78% 2004 56% (Based on 100,000 tons) 132.61 cents per MMBtu – Quality B 2002 2003 132.61 cents per MMBtu – Quality B 134.78 cents per MMBtu – Quality B 2004 2005 136.96 cents per MMBtu – Quality B None 132.61 cents per MMBtu - Quality B K. CURRENT CONTRACT PRICE: (still receiving coal at 2003 price.)

American Mining & Manufacturing Corp. / KUF02918 P.O. Box 244 Buckner, Kentucky 40010

B. PRODUCTION FACILITY: OPERATOR: Ikerd Coal Company, LLC PLANT: Blue Grass Synfuel Plant LOCATION: Pulaski County, KY MINES: Runyon Branch, Trace Branch LOCATION: Knox & Whitley Counties, KY C. CONTRACT EXECUTED DATE: December10, 2002 **D. CONTRACT DURATION:** November 18, 2002 – December 31, 2005 E. CONTRACT AMENDMENTS: Amendment No. 1 effective January 1, 2004. Amending Producer, term, price. F. ANNUAL TONNAGE **REQUIREMENTS:** 2002 20,000 tons (As required by KU) 2003 120,000 tons (As required by KU) 2004 60,000 tons (As required by KU) 2005 To be determined G. ACTUAL TONNAGE: **RECEIVED:** 2002 0 tons 58,132 tons 2003 2004 9,011 tons (through 4/30/04) H. PERCENT OF ANNUAL **REQUIREMENTS:** 2002 0% (Based on 20,000 tons) 2003 48% (Based on 120,000 tons) 2004 45% (Based on 20,000 tons) BASE PRICE: (FOB Plant) I. 2002 138.75 cents per MMBtu 2003 141.25 cents per MMBtu 2004 170.83 cents per MMBtu J. ESCALATIONS TO DATE: 0.62 cents per MMBtu K. CURRENT CONTRACT PRICE: 171.45 cents per MMBtu

Lafayette Coal Company / KUF03956 200 Frontage Road, Suite 310 Burr Ridge, Illinois 60527

September 3, 2003 – December 31, 2006

Amendment No. 1 effective September 15,

- B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge)

- 2003. Amending price.
 - 200350,000 tons2004200,000 tons2005300,000 tons2006300,000 tons

Hazelton Mining, LLC

Hazelton Mine

Gibson County, IN

September 3, 2003

- 2003 37,148 tons2004 42,393 tons (through 4/30/04)
- 2003 74%
 2004 64% (Based on 66,667 tons)
 2003 140.91 cents per MMBtu
 2004 142.05 cents per MMBtu
 2005 145.68 cents per MMBtu
 2006 150.23 cents per MMBtu
- J. ESCALATIONS TO DATE:

K. CURRENT CONTRACT PRICE:

142.05 cents per MMBtu

None

Infinity Coal Sales, LLC / KUF04952 3315 Springbank Lane, Suite 106, Charlotte, North Carolina 28226

January 1, 2004 – December 31, 2006

0 tons (through 4/30/04)

138.60 cents per MMBtu

141.20 cents per MMBtu

143.80 cents per MMBtu

500,000 tons

500,000 tons

500,000 tons

August 5, 2003

None

2004 2005

2006

2004

2004

2004

2005

2006

None

- B. PRODUCTION FACILITY:Panther Coal Company, LLCOPERATOR:Panther Coal Company, LLCMINES:Panther MineLOCATION:Kanawha County, WV
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Plant)

J. ESCALATIONS TO DATE:K. CURRENT CONTRACT PRICE:

138.60 cents per MMBtu

0%

Marmet Synfuel, LLC as agent for Imperial Synfuel, LLC / KUF04005 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:	Kanawha River Terminals, Inc. Marmet Plant Kanawha County, WV
C. CONTRACT EXECUTED DATE:	
D. CONTRACT DURATION:	January 1, 2004 - December 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Infinity Coal Sales, LLC. – Contract KUF04952.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE: RECEIVED:	2004 84,253 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	2004 112% (Based on 75,436 tons)
I. BASE PRICE: (FOB Barge)	2004 130.60 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	130.60 cents per MMBtu

Marmet Synfuel, LLC as agent for Calla Synfuel, LLC / KUF04006 Main & River Streets Ceredo, West Virginia 25507

- B. PRODUCTION FACILITY:
OPERATOR:
PLANT:
LOCATION:Kanawha River Terminals, Inc.
Marmet Plant
Kanawha County, WV
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Barge)
- J. ESCALATIONS TO DATE:
- K. CURRENT CONTRACT PRICE:

January 1, 2004 - December 31, 2004

Contract tonnage assigned from Infinity Coal Sales, LLC. – Contract KUF04952.

As Available

- 2004 55,357 tons (through 4/30/04)
- 2004 112% (Based on 49,564 tons)
- 2004 130.60 cents per MMBtu
- None
- 130.60 cents per MMBtu

Central Coal Company / KUF04955 148 Bristol East Road Bristol, Virginia 24202

January 1, 2004 – December 31, 2005

- B. PRODUCTION FACILITY:
OPERATOR:Kanawha Eagle Coal, LLCMINES:
LOCATION:Mine 68, Newtown EnergyKanawha County, WVKanawha County, WV
- C. CONTRACT EXECUTED DATE:
- D. CONTRACT DURATION:
- E. CONTRACT AMENDMENTS:
- F. ANNUAL TONNAGE REQUIREMENTS:
- G. ACTUAL TONNAGE: RECEIVED:
- H. PERCENT OF ANNUAL REQUIREMENTS:
- I. BASE PRICE: (FOB Plant)

J. ESCALATIONS TO DATE:K. CURRENT CONTRACT PRICE:

None 2004 240,000 tons 2005 240,000 tons

July 28, 2003

- 2004 66,163 tons (through 4/30/04)
- 2004 83% (Based on 80,000 tons)
- 2004 145.00 cents per MMBtu2005 148.00 cents per MMBtu
- None
- ICE: 145.00 cents per MMBtu

Progress Fuels Corp. / KUF04957 South Wilmington Street Raleigh, North Carolina 27601

B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:	Diamond May Coal Company Big Branch, Lakeview, Trace Fork Perry & Knott Counties, KY			
C. CONTRACT EXECUTED DATE:	September 24, 2003			
D. CONTRACT DURATION:	January 1, 2004 – December 31, 2005			
E. CONTRACT AMENDMENTS:	None			
F. ANNUAL TONNAGE REQUIREMENTS:	2004 240,000 tons 2005 240,000 tons			
G. ACTUAL TONNAGE: RECEIVED:	2004 45,425 tons (through 4/30/04)			
H. PERCENT OF ANNUAL REQUIREMENTS:	2004 57% (Based on 80,000 tons)			
I. BASE PRICE: (FOB Plant)	2004 134.77 cents per MMBtu2005 136.72 cents per MMBtu			
J. ESCALATIONS TO DATE:	None			
K. CURRENT CONTRACT PRICE:	134.77 cents per MMBtu			

Progress Fuels Corp. / KUF04966 South Wilmington Street Raleigh, North Carolina 27601

B. PRODUCTION FACILITY: OPERATOR: MINES: LOCATION:	Various Companies Purchased coal Kanawha, WV		
C. CONTRACT EXECUTED DATE:	September 24, 2003		
D. CONTRACT DURATION:	January 1, 2004 – December 31, 2005		
E. CONTRACT AMENDMENTS:	None		
F. ANNUAL TONNAGE REQUIREMENTS:	2004 240,000 tons 2005 240,000 tons		
G. ACTUAL TONNAGE: RECEIVED:	2004 39,009 tons (through 4/30/04)		
H. PERCENT OF ANNUAL REQUIREMENTS:	2004 88% (Based on 44,233 tons)		
I. BASE PRICE: (FOB Plant)	2004 139.58 cents per MMBtu2005 141.67 cents per MMBtu		
J. ESCALATIONS TO DATE:	None		
K. CURRENT CONTRACT PRICE:	139.58 cents per MMBtu		

Black Hawk Synfuel, LLC as agent for New River Synfuel, LLC / KUF04958 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:	Kanawha River Terminals, Inc. Kanawha Plant Kanawha County, WV
C. CONTRACT EXECUTED DATE:	
D. CONTRACT DURATION:	January 1, 2004 - December 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Progress Fuels Corp. – Contract KUF04966.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE: RECEIVED:	2004 23,166 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	2004 100%
I. BASE PRICE: (FOB Barge)	2004 132.29 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	132.29 cents per MMBtu

Marmet Synfuel, LLC as agent for Imperial Synfuel, LLC / KUF04959 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: PLANT: LOCATION:	Kanawha River Terminals, Inc. Marmet Plant Kanawha County, WV
C. CONTRACT EXECUTED DATE:	
D. CONTRACT DURATION:	January 1, 2004 - December 31, 2004
E. CONTRACT AMENDMENTS:	Contract tonnage assigned from Progress Fuels Corp. – Contract KUF04966.
F. ANNUAL TONNAGE REQUIREMENTS:	As Available
G. ACTUAL TONNAGE: RECEIVED:	2004 11,031 tons (through 4/30/04)
H. PERCENT OF ANNUAL REQUIREMENTS:	2004 100%
I. BASE PRICE: (FOB Barge)	2004 132.29 cents per MMBtu
J. ESCALATIONS TO DATE:	None
K. CURRENT CONTRACT PRICE:	132.29 cents per MMBtu

Marmet Synfuel, LLC as agent for Calla Synfuel, LLC / KUF04960 Main & River Streets Ceredo, West Virginia 25507

B. PRODUCTION FACILITY: OPERATOR: Kanawha River Terminals, Inc. PLANT: Marmet Plant LOCATION: Kanawha County, WV C. CONTRACT EXECUTED DATE: D. CONTRACT DURATION: January 1, 2004 - December 31, 2004 E. CONTRACT AMENDMENTS: Contract tonnage assigned from Progress Fuels Corp. - Contract KUF04966. F. ANNUAL TONNAGE **REQUIREMENTS:** As Available G. ACTUAL TONNAGE: **RECEIVED:** 2004 1,570 tons (through 4/30/04) H. PERCENT OF ANNUAL **REQUIREMENTS:** 2004 100% I. BASE PRICE: (FOB Barge) 132.29 cents per MMBtu 2004 J. ESCALATIONS TO DATE: None K. CURRENT CONTRACT PRICE: 132.29 cents per MMBtu

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 7

Witness: Mike Dotson

- Q-7. a. Does KU regularly compare the price of its coal purchases with those paid by other electric utilities?
 - b. If yes, state:
 - (1) How KU's prices compare with those of other utilities for the review period.
 - (2) The utilities that are included in this comparison and their location.
- A-7. a. Yes
 - b. Please see attached sheet.

RESPONSE TO PSC ORDER DATED: JUNE 23, 2004 PSC CASE NO. 2004-00213

UTILITY	MAR 03 - FEB 04 ¢/MMBTU	PLANT LOCATIONS
Ameren Energy Resources	149.96	Illinois
AmerenEnergy Generating Co.	111.32	Illinois
Appalachian Power Co.	131.74	Virginia, West Virginia
Cardinal Operating Co.	136.81	Ohio
Cincinnati Gas & Electric Co.	115.79	Kentucky, Ohio
Columbus Southern Power Co.	130.33	Ohio
Dayton Power & Light Co.	127.17	Ohio
East Kentucky Power Coop, Inc.	139.53	Kentucky
Electric Energy, Inc.	95.66	Illinois
Hoosier Energy Rural Electric Coop, Inc.	104.47	Indiana
Indiana Michigan Power Co.	125.51	Indiana
Indiana-Kentucky Electric Corp.	129.97	Indiana
Indianapolis Power & Light Co.	101.24	Indiana
Kentucky Power Co.	118.99	Kentucky
Kentucky Utilities Co.	146.98	Kentucky
Louisville Gas & Electric Co.	113.02	Kentucky
Monongahela Power Co.	121.65	West Virginia
Northern Indiana Public Service Co.	124.30	Indiana
Ohio Power Co.	118.93	Ohio, West Virginia
Ohio Valley Electric Corp.	115.15	Ohio
Owensboro Municipal Utilities	93.96	Kentucky
PSI Energy, Inc.	122.15	Indiana
Southern Indiana Gas & Electric Co.	108.92	Indiana
Tennessee Valley Authority	124.13	Alabama, Kentucky, Tennessee

KENTUCKY UTILITIES RANKED 23TH LOWEST FOR THE 12-MONTH PERIOD

KU's ranking is among the highest of the companies in the comparison group primarily due to the cost of the compliance coal KU purchases.

Over eighty percent of KU's coal purchases is Eastern Compliance low sulfur coal. By contrast, several of the utilities in the comparison group are able to utilize greater amounts of lower cost compliance coal from the Powder River Basin (PRB) than is KU. KU's ability to utilize PRB coal is limited due to operational constraints at its generating facilities.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 8

Witness: Mike Dotson

- Q-8. What percentage of KU's coal, as of the date of this Order, is delivered by:
 - a. rail?
 - b. truck?
 - c. barge?
- A-8. a. rail 19.5%
 - b. truck 8.1%
 - c. barge 72.4%

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Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 9

Witness: Mike Dotson

- Q-9. a. State KU's coal inventory level in tons and in number of days' supply as of April 30, 2004.
 - b. Describe the criteria used to determine number of days' supply.
 - c. Compare KU's coal inventory as of April 30, 2004 to its inventory target for that date.
 - d. If actual coal inventory exceeds inventory target by 10 days' supply, state the reasons for excessive inventory.
 - e. (1) Does KU expect any significant changes in its current coal inventory target within the next 12 months?
 - (2) If yes, state the expected change and the reasons for this change.
- A-9. a. Actual coal inventory level in tons and in number of days' supply as of May 1, 2004 1,106,583 Tons / 55 Days.
 - b. PSC Formula:

Days Burn = <u>Current inventory tons</u> x 365 Days Preceeding 12 months burn (tons)

- c. Target 50 Days.
- d. Not applicable.
- e. No.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 10

Witness: Mike Dotson

- Q-10. a. Has KU audited any of its coal contracts during the period from November 1, 2003 through April 30, 2004?
 - b. If yes, for each audited contract:
 - (1) Identify the contract.
 - (2) Identify the auditor.
 - (3) State the results of the audit.
 - (4) Describe the actions that KU took as a result of the audit.
- A-10. a. No. KU has not conducted any financial audits of coal companies. KU's current contracts are fixed price contracts and are not subject to price escalations that would require recurring audits. KU's Mining Engineer does conduct scheduled on-site reviews and inspections of the mining operations and sampling systems of each vendor up to twice a year. KU's Manager Fuels –Fuels Operations visits coal vendors on an unscheduled basis each quarter or more if needed. Additionally, KU employees may visit a vendor as needed to address problems and issues at any time.
 - b. Not applicable.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 11

Witness: Robert M. Conroy

- Q-11. a. Has KU received any customer complaints regarding its fuel adjustment clause during the period from November 1, 2003 through April 30, 2004?
 - b. If yes, for each complaint, state:
 - (1) The nature of the complaint.
 - (2) KU's response.
- A-11. a. No.
 - b. Not applicable.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 12

Witness: Mike Dotson / Counsel

- Q-12. a. Is KU currently involved in any litigation with its current or former coal suppliers?
 - b. If yes, for each litigation:
 - (1) Identify the coal supplier.
 - (2) Identify the coal contract involved.
 - (3) State the potential liability or recovery to KU.
 - (4) List the issues presented.
 - (5) Provide a copy of the complaint or other legal pleading that initiated the litigation. If a copy has previously been filed with the Commission, provide the date on which it was filed.
 - c. State the current status of all litigation with coal suppliers.
- A-12. a. Yes.

Coal Supply Agreement KUF-00755

- b. (1) KU filed an Amended and Restated Complaint against AEI Sales Company, Inc., as seller, and AEI Holding Company, Inc., as guarantor, on June 25, 2002.
 - (2) Coal Supply Agreement KUF-00755 dated April 21, 2000, as amended by Amendment No. One dated as of June 11, 2000.
 - (3) KU seeks to recover cover, incidental, consequential and punitive damages for under deliveries occurring during 2000 through 2002.

- (4) KU claims that (i) AEI breached the contract by failing to deliver the required quantity of coal without contractual justification; (ii) AEI's failure to provide assurance of delivery when requested constitutes an anticipatory repudiation of the contract; and (iii) AEI committed fraud against KU by misleading KU into relying on false representations, while AEI diverted KU's coal to KU competitors.
- (5) A copy of the complaint was filed with the Commission as part of the hearing in Case No. 2002-00224 and a copy of the proof of claim was filed with the Commission as part of the hearing in Case No. 2003-00213 and Case No. 2003-00455.
- c. In the action styled "Kentucky Utilities Company v. AEI Coal Sales Company, Inc., and AEI Holding Company, Inc., the complaint has been filed. The current action is under stay due to Horizon Natural Resources successor of AEI Coal Sales Company, Inc., and AEI Holding Company, Inc., Chapter 11 filing in U. S. Bankruptcy Court. To preserve its claims, KU filed proofs of claim in those bankruptcies on June 11, 2003 with respect to Case No. 02-14290 and Case No. 02-014268 in the United States Bankruptcy Court of the Eastern District of Kentucky.

Coal Supply Agreement KUF-03911

- b. (1) Coal Network, Inc./Cook & Sons Mining: Cook & Sons Mining filed for Chapter 11 bankruptcy protection on August 25, 2003, KU filed a Proof of Claim on January 16, 2004.
 - (2) Coal Supply Agreement KUF-03911 dated December 30, 2002.
 - (3) KU seeks to recover cover damages sustained by KU arising from the rejection of the Contract.
 - (4) The Contract was rejected by the Debtor pursuant to Motion to Reject Certain Executory Contracts made on October 23, 2003, which was granted by Court Order dated November 17, 2003.
 - (5) A copy of the Proof of Claim filed in the United States Bankruptcy Court in the Eastern District of Kentucky is attached.
- c. There has been no change in the litigation status.

Coal Purchase Order KUF-03975

- b (1) Cook & Sons Mining.
 - (2) Coal Purchase Order KUF-03975 dated October 2, 2003, entered into post bankruptcy petition.
 - (3) KU seeks to recover cover damages sustained by KU arising from the nondelivery of 27,699 tons of coal.
 - (4) KU claimed that the Debtor failed to make delivery of 27,699 tons of coal provided by the Purchase Order and thereby breached the Purchase Order.
 - (5) A copy of the Amended Application for Allowance and Payment of Administrative Expenses filed in the United States Bankruptcy Court in the Eastern District of Kentucky is attached.
- c. An Agreed Order issued by United States Bankruptcy Court in the Eastern District of Kentucky is attached.

Attachment to Question No. 12 (b) (5) Coal Network, Inc./Cook & Sons Mining Page 1 of 3 Dotson

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Telephone number: (902) 427-3021 Thes SPACE IS FOR COURT USE ONLY Account or other number by which creditor identifies debtor: Check here replaces If this claim a previously filed claim, dated: Image: State is for Claim Retire benefits as defined in 11 U.S.C. § 1114(a) Goods sold Wages, salaries, and compensation (fill out below) Services performed Your SS #: Personal injury/wrongful death Unpaid compensation for services performed Roter Cover Damages: See Attached Fromto Addendum. (date) Attach the was incurred: 3. If court judgment, date obtained: 02/25/03 Claim includes inters or other charges in addition to be priority Claim. Check this box if four claim is accured by collateral (including a right of stolf). Seperid the priority Claim. Bhef Description of Collateral: Other Value of Collateral: Other Value of Collateral: Other she	ATTENTION: TIMOT	HY DOWDY	sent to you by th	he court.		
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<u>ADDENDUM TO</u> <u>KENTUCKY UTILITIES COMPANY'S PROOF OF CLAIM</u> <u>IN THE BANKRUPTCY OF COOK & SONS MINING, INC.,</u> <u>CASE NUMBER 03-70789</u>

This Exhibit is a part of and is incorporated in the Proof of Claim filed on behalf of Kentucky Utilities Company ("KU") in the Bankruptcy Case of Cook and Sons, Inc. (the "Debtor") which is pending in the United States Bankruptcy Court for the Eastern District of Kentucky, Case Number 03-70789.

1. NATURE OF CLAIMS

KU is a provider of electricity in the Commonwealth of Kentucky. The Debtor delivered to KU a Producers Certificate pursuant a Coal Supply Agreement, dated December 30, 2002 (the "Contract"), a copy of which is attached hereto as <u>Exhibit B</u> and incorporated herein by this reference. The Contract required the Debtor to deliver coal to KU at a set price per ton with certain MMBTU guaranties. The Contract was rejected by the Debtor pursuant to Motion to Reject Certain Executory Contracts made on October 23, 2003, which was granted by Court Order dated November 17, 2003.

Below is a Calculation of the Damages sustained by KU arising from the rejection of the Contract.

2. CALCULATION OF COVER DAMAGES ARISING FROM REJECTED CONTRACT (ESTIMATED) FOR THE YEARS 2003 & 2004

Year	Deficit Tounage	Vender(2) Delivered Cents/MMBTU	Replacement Ceni(3) Centa/MMBTU	Add. Cost for Cover Ceats/MMBTU	Guar. BTU	Per Ton Cost of Cover	\$ Cost of Cover
2003	1				12 000	\$6.55	\$1,310,269
	200,023(1)	137.27	162.46	25.19	13,000	30.33	31,310,205
			1016	23.27	13,000	\$6.05	\$1,960,651
2004	324,000(1)	139.19	162.46	43.61	13,000		
							\$3,270,921
Total Claim							

Notes as to Calculation

1. Contract calls for 324,000 tons per year, for 2003 cook & Sons shipped 123,977 tons, balance due (324,000 - 123,977) = 200,023

Cook & Sons delivered price base on 13,000 btu coal
 2003 \$28.80 per ton fob railcar + \$6.89 rail = delivered per ton of \$35.69 or 137.27 cents/MMBTU
 2004 \$29.30 per ton fob railcar + \$6.89 rail = delivered per ton of \$36.19 or 139.19 cents/MMBTU

3. Replacement cost based on Additional Coal Purchases

Vendor/Name	Contract Term	Tons	Delivered Cents/MMBTU	Notes
V CIUGOI/ I VALIDE	1			
Cook & Sons (KUF-03975)	11/03/03-1/31/04	81,000	163.04	\$35.50/fob railcar + \$6.89 rail = \$42.39 @ 13,000 BTU = 163.04 cents/MMBTU
Consol Energy (KUF-0376)	10/15/03-1/31/04	75,000	162.16	\$42.00 delivered at 12,950 btu = 162.16 cents/MMBTU
American Mining (KUF-03973)	10/01/03-3/31/04	120,000	164.58	\$39.50 delivered at 12,000 btu = 164.58 cents/MMBTU
Possible Contract Pending	4/01/04-03/31/05	90,000	159.38	\$38.25 delivered at 12,000 btu = 159 38 cents/MMBTU
Tetal		366,000		
Total Average Price			162.46	
Total Cook & Sons deficit		524,023		
Balance of tonnage needed		158,023		\$162.46 Cents/MMBTU
Assume that the balance tonnage of	can be purchased at the	e above avera		
				1

By filing the Proof of Claim to which this Addendum is attached, KU does not waive (and expressly retains) the right to pursue the right to adequate protection or other remedies with respect to the potential offset rights from any person or entity liable with respect thereto.

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UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF KENTUCKY PIKEVILLE DIVISION

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In re;

COOK & SONS MINING, INC., et al.,

Chapter 11

Case No. 03-70789

Debtor

<u>AMENDED</u> <u>APPLICATION FOR ALLOWANCE AND PAYMENT</u> <u>OF ADMINISTRATIVE EXPENSE</u>

Kentucky Utilities Company ("Claimant"), by counsel pursuant to 11 USC § 503, hereby applies for the allowance and payment of an administrative expense. In support of its application, Claimant states as follows:

- 1. This case was initiated by the filing of a Petition on August 25, 2003.
- 2. On or about October 2, 2003, Claimant issued a Purchase Order No. KUF-03975 (the "Purchase Order") accepted by the Debtor, providing for the delivery of 81,000 tons of coal at a price of \$35.50 per ton for delivery between November 1, 2003 and January 31, 2004. A copy of the Purchase Order is attached hereto as Exhibit A.
- The Debtor failed to make delivery of 27,699 tons coal provided by the
 Purchase Order and thereby breached the Purchase Order.
- Claimant's total additional cost to cover the amounts the Debtor failed to deliver under the Purchase Order is \$428,504 as evidenced on the attached Exhibit B.

5. Claimant is entitled to the allowance and payment of an administrative expense in this amount pursuant to 11 USC § 503(b)(1)(a) as such claim constitutes an actual, necessary cost and expense of preserving the estate.
 WHEREFORE, Claimant respectfully requests to grant the relief requested herein

by entry of the Order tendered herewith.

Respectfully submitted,

/s/Mark A. Robinson Mark A. Robinson VALENTI, HANLEY & CROOKS, PLLC 1950 One Riverfront Plaza 401 West Main Street Louisville, Kentucky 40202 (502) 568-2100 mar@vhclaw.com

AMENDED NOTICE

The foregoing Amended Application shall come before the Court for a hearing on Monday, May 24, 2004 at 9:30 a.m. in the Second Floor Courtroom, 100 East Vine Street, Lexington, Kentucky.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served electronically through the CM/ECF system upon those parties registered to receive such notice and service the following listed below by regular mail this 14th day of May, 2004.

James D. Asher 112 E. Main Street Whitesburg, Kentucky 41858

Daniel A. Austin 625 Liberty Avenue, 23rd Fl. Pittsburgh, PA 15222

Robert T. Copeland 212 W. Valley Street P. O. Box 1296 Abingdon, VA 24212

Mack Commercial Finance c/o Catherine Tucker P. O. Box 26131 Greensboro, NC 27402

Ronald G. Polly P. O. Box 786 Whitesburg, Kentucky 41858

Calvin R. Tackett 40 Main Street Whitesburg, Kentucky 41858

Richard B. Warne 250 W. Main Street, Suite 1600 Lexington, Kentucky 40507

> <u>/s/Mark A. Robinson</u> Mark A. Robinson

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Buyer:

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LGAE LEGAL DEPT

Attachment to Question No. 12 (b) (5) Cook & Sons Mining Page 4 of 15 Dotson

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LG&ENERGY

LGBE Energy Corp. 220 West Main Street PO Box 32030 Louisvillo; KY 40232

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	220 West Main Street
	P.O. Box 32010
	Louisville, Kentucky 40232-2010
	Atta: Mike Dotson
	Phone: 502-627-2322
	Fax: 502-627-3243
<u>Seller:</u>	Cook & Sons Mining, Inc.
	147 Big Blue Boulevard
	Whitesburg, Kentucky 41858
κ.	Attn: Michael K. Cook - President
	Phone: 606-633-0175
	Fax: 606-633-0746
Purchase Order Number:	KUP-03975
Dute:	October 2, 2003
Shipping Destination:	
Suppring Destination:	E.W. Brown Station
Commodity:	Crushed, bituminous coal substantially free from any extraneous material, with no intermediate
	sizes to be added or removed and otherwise meeting the specifications of this Purchase Order.
	of this Purchase Order.
Source:	Various nunes and facilities in Letcher County, Ky .:
	Polly Surface Mine, Montgomery Surface Mine, Smoot Creek Surface Mine, Buck Creek
	Surface Mine, Sandlick Dans Mine Manuel, Sandor Creek Surface Mine, Buck Creek
	Surface Mine, Sandlick Deep Mine, Premium Deep Mine, Spring Branch Deep Mine, UZ
	Elkhom No.3 Deep Mine, Pine Creek Deep Mine, UZ Amburgy, Clay Hollow, Sapphire Plant.
	District: #003
	Seams: #4 Ryder, Whitesburg, Elkhorn #3, Amburgy, Hazard #4, #4 Ryder, #5A #7, #8, #9
	Seller represents and warrants that the Source is sufficient to supply the quantity and quality of
	coal required hercunder.
Base Price:	
DASE FFICE:	Price: \$1.36538 per MMBTU (\$35.50 per net ton at 13,000 BTU/lb.) FOB railcar, Sapphire
	Loadout (FSAC #42918), near Deane, Kentucky, on the CSXT railroad.
	Price will remain firm during the Term hereof. There are currently no Quality Price Discounts
	To variations in quality under this Agreement. However, since the price is on a MARTI
	basis, we price does very based on variations in BTUs without the application of any Quality
	Price Discounts.
Ouantity:	The total manties of and municipality is at one of the second
	The total quantity of coal supplied will be \$1,000 tons. Deliveries will be ratable on a monthly
	basis during the term of this Agreement.
<u>Term;</u>	November 1, 2003 through January 31, 2004
	EXHIBIT

Kentucky Utilities Company

220 West Main Street

Transportation/Delivery:

Shipments:

Coal is to be shipped in unit train lots of 9,000 ton minimum (each shipment by such unit train is herein called a "Shipment"). Shipments will be scheduled by Buyer with the Buyer's rail carrier. Buyer or its contractor shall furnish autzble railcars in accordance with a delivery schedule provided by Buyer to Soller. Seller shall be responsible for and pay the cost of repairs for any damages caused by Seller to railcars owned or leased by Buyer while such railcars are in Seller's control or custody. Seller shall comply with the applicable provisions of Buyer's rail tariff. Buyer shall arrange for transporting the coal by train from the rail loading facility to its generating station(s) and shall pay for the cost of such transportation. For delays caused by Seller in handling the scheduling of shipments with rail carrier, Seller shall be responsible for any demurrage or other penalties assessed by said railroad (or assessed by Buyer) which accrue at the Delivery Point.

Delivery Point: F.O.B. railcar at the following point ("Delivery Point"): Sapphire Loadout (FSAC #42918), near Desne, Kentucky, on the CSXT railroad.

<u>Freeze Conditioning</u>. At Buyer's request, Seller shall treat (or have treated) any shipment of coal hereunder with a freeze conditioning agent approved by Buyer in order to maintain coal handling characteristics during shipment. The price for such requested chemical treatment shall be an amount equal to Seller's cost of materials applied on a per gallon basis for each application of freeze conditioning agent. Seller shall invoice Buyer for all such treatments within 10 days following the delivery of the last Shipment of the month. Buyer will pay for such costs 15 days following the delivery of the last Shipment of the month and receipt of Seller's invoice.

Shipment Notices: Seller shall provide train waybills (showing railcar numbers and weights as coal is loaded for each Shipment hereunder) to Buyer's Fuela Management Department in Louisville, KY (telephone No. 502-627-2318 or fax No. 502-627-1243

Rail Cerrier: CSX Transportation

Ouality Specifications:

The coal shipped hereunder shall be of uniform quality and shall conform (calculated on a monthly average basis) to the specifications set forth below under the heading of Guaranteed Monthly Quality Specifications (the "Guaranteed Monthly Quality Specifications"):

Guaranteed Monthly Quality Specifications (As Received Basis)		Individual Shipment Rejection Limits	Monthly Discount Points	Monthly Discount Values	Individual Shipment Discount Values	
Moisture	5.38 lbs/MmBtu / 7.00 %	6.92 lbs./MmBtu or more	. -	-		
Ash	6.15 lbs/MmBtu / 8.00 %	7.69 Ibs./MmBtu or more		-		
BTU	13,000 Min.	12,600 BTUs or less	-	-		
Sulfur - Ma	x 1.375 Lbs.	1.50 Lbs.	P		······································	
Sulfur - Mir	0,90 Lbi.	0.85 Lbs.	4	•		
SO2"	2.75 lbs. per MMBtu Max.	More than 3.00 lbs/ MmBu	-			
Sizing	2" % 0"		•			
Fines	50 %					
Volutile	35.00% Min.			ſ	-	
Ash Fusion (H-W Reducing) 2200°F Min.					
Fixed Carbo	a 47.00% Min					
Grindability	40 Min.					

*For purposes of this Purchase Order, SO2 shall be calculated as follows:

50z = _____ X Percent Sulfur

BTU per pound

The Seller has sole responsibility for quality control of the coal sold hereunder. Each Shipment of coal to be shipped hereunder

shall also be of uniform quality. All coal will be sampled and analyzed by Seller prior to shipment to determine loading quality. Sciler shall, upon Buyer's request, provide the results of such sampling and analysis to the recipients designated by Buyer and in the format specified by Buyer within 24 hours after Shipment is loaded. Coal Shipments not conforming (i.e. exceeding any maximums or falling below any minimums) with one or more Rejection Limits set forth above (the "Rejection Limits") shall be considered an Event of Default and may result in suspension or rejection as provided herein and/or may result in the exercise of other legal and equitable remedies at KU's option.

In the event of a conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments attached hereto the terms and conditions contained in this document shall govern.

BUYER KENTUCKY UTILITIES COMPANY

Tus nent and By-Products Direc Date:

SELLER Cook & Sons Mining, Tor.

М. Name: Title; 1003 10-20-03 Date:

KENTUCKY UTILITIES COMPANY FUEL PURCHASE ORDER TERMS AND CONDITIONS

COOK & SONS MINING, INC.

P.O. # KUF-03975

1. SCHEDULING & DELIVERY

Buyer shall advise Seller on or before the 23rd day of the month preceding scheduled Shipments of the loading dates and delivery schedule, and Seller shall advise Buyer on or before the 25th day of the month preceding scheduled Shipments of the source of the scheduled Shipments if more than one or none is specified in the Purchase Order. Unless otherwise specified in the Purchase Order, Buyer shall designate to Seller the scheduling, routing and method of Shipments of coal purchased under this Purchase Order. Seller shall cause coal sold hereunder to be properly loaded into the transport vehicle (i.e. railcars, barges, vessels, trucks, etc.) for delivery to Buyer, provided that Buyer has provided Seller with applicable loading instructions (including minimum and maximum weights) no less than 24 hours prior to the arrival of Buyer's transport vehicle and said instructions comply with industry standards. The delivery schedule specified in the Purchase Order or as designated by Buyer in absence of such in the Purchase Order is binding on both Buyer and Seller and may only be changed by mutual agreement followed by a mutual written agreement between the parties.

2. TITLE AND RISK OF LOSS; WARRANTY

Title to and risk of loss of coal conforming to this Purchase Order shall pass to Buyer as follows:

- a) For barge deliveries, as the loaded barges are pulled from the Delivery Point.
- b) For rail deliveries, upon completion of loading all railcars in each unit train and as such unit train is pulled from the Delivery Point.
- c) For truck deliveries, upon the coal being delivered and dumped at the Delivery Point.
- d) For all Non-Conforming Shipments (as hereinafter defined) title to and risk of loss of coal shall revert back to Seller immediately upon any rejection or non-acceptance by Buyer as provided elsewhere in this Purchase Order.

Seller and Buyer shall each indemnify, defend, and save harmless the other party, its affiliates and their respective officers, directors, agents, representatives and employees from and against any liabilities, losses, claim, damages, penaltics, causes of action, or suits (collectively "Claims") arising out of, in connection with or related to the ownership, operation, storage, processing, handling and transportation of the coal by the indemnifying party during the Applicable Period. For purposes of this parsgraph, "Applicable Period" shall mean (i) with respect to the Seller, the period of time prior to title to and risk of loss of passing to Buyer hercunder, and (ii) with respect to the Buyer, the period of time from and after title to and risk of loss of the coal passing to Buyer hercunder.

Seller represents and warrants that it has title to, and the right to sell, all coal sold hercunder and the same is shipped free and clear of all liens, encumbrances, and claims of all third parties.

3. WEIGHTS

Weights of coal delivered by rail shall be determined by Seller on a per Shipment basis by use of a scale system located at the Delivery Point and certified no less frequently than every six months by an appropriate testing agency in accordance with the guidelines established by NIST. If there is no certified scale system at the Delivery Point, railway weights shall govern all settlements hereunder with respect to rail deliveries.

4. SAMPLING AND ANALYSIS

Buyer shall perform all sampling and analysis at its expense and the results of Buyer's testing shall be accepted and used for the quality and characteristics of the coal delivered under this Purchase Order. Seller may observe the unloading, sampling, sample preparation and analysis hereunder. Buyer's sampling and analysis practices for coal delivered under this Purchase Order shall be performed in substantial compliance with ASTM standards where applicable or mutually agreed methods.

Each coal sample collected by the Buyer shall be properly divided into at least four sub-samples. One part shall be used by Buyer as a check sample, if Buyer in its sole judgment determines it is necessary; one part shall be retained by Buyer until thirty (30) days ("Disposal Date") after the sample is taken, and shall be delivered to Seller for analysis if Seller so requests before the Disposal Date. One part ("Referee Sample") shall be retained by Buyer until the Disposal Date. Seller shall be given copies of all analyses made by Buyer by the 12th business day of the month following the month of unloading. In addition, Buyer will send weekly analyses of coal shipments to Seller. Unless Seller requests a Referee Sample analysis before the Disposal Date, Buyer's analysis shall be used to determine the quality of the coal delivered hereunder. The Monthly Weighted Averages shall be determined by utilizing the individual shipment analyses,

If any dispute arises before the Disposal Date, the Referee Sample retained by Buyer shall be submitted for analysis to an independent commercial testing laboratory ("Independent Lab") mutually chosen by Buyer and Seller. All testing of any such sample by the Independent Lab shall be at requestor's expense unless the results differ by more than the applicable ASTM reproducibility standards. If the Independent Lab results differ from Buyer's analysis by more than the applicable ASTM reproducibility standards, the Independent Lab results will govern.

5. QUALITY PRICE DISCOUNT

(A) The Base Price is based on the coal delivered hercunder meeting or exceeding (i.e. greater than or equal to any minimums and less than or equal to any maximums) the Guaranteed Monthly Quality Specifications. If, during any particular calendar month, the Actual Monthly Quality (as defined below) does not meet or exceed one or more of the Guaranteed Monthly Quality Specifications, then, to the extent provided in the Purchase Order, the Base Price shall be reduced with respect to each such non-conforming specification. The amount of the Base Price discount for each non-conforming specification, if any, is determined by using the corresponding Monthly Discount Value or Individual Shiptment Discount Value with respect to each such non-conforming specification, and is calculated in the manner set forth on Exhibit A attached hereto and made a part hereof. For purposes of this Purchase Order, the Wonthly Quality' shall mean the weighted average quality of all coal (on an as received basis during any particular calendar month) delivered and accepted by Buyer hereunder (but not including any coal rejected pursuant to Paragraph (B) below) determined in accordance with the terms and conditions hereof.

Notwithstanding the foregoing, for each specification, there shall be no discount if the Actual Monthly Quality meets or triggers the applicable Discount Point set forth in the Quality Specifications section above. However, if the Actual Monthly Quality fails to meet such applicable Discount Point, then the discount shall apply to and shall be calculated as provided in the immediately preceding paragraph.

- (B) If any Shipment of coal triggers any of the Rejection Limits specified herein (a "Non-Conforming Shipment"), Buyer shall have the option, exercisable by notice to Seller of either (i) rejecting such Non-Conforming Shipment at the Delivery Point or en-route, but prior to unloading from Transporter's equipment of (ii) accepting any Non-Conforming Shipment with a mutually agreeable price reduction. Should Buyer exercise such right of rejection, it shall notify Seller by E-mail or verbally upon discovery of the Non-Conforming Shipment, such notification to be promptly confirmed in writing. If Buyer fails timely to exercise its rejection rights hereunder as to a Non-Conforming Shipment, Buyer shall be deemed to have waived such rights with respect to that Non-Conforming Shipment only. If Buyer timely rejects the Non-Conforming Shipment, Seller shall be responsible for promptly transporting the rejected coal to an alternative destination determined by Seller and, if applicable, promptly unloading such coal, and shall reimburse Buyer for all reasonable costs and expenses associated with the transportation, storage, handling and removal of the Non-Conforming Shipment. Seller shall, at Buyer's request replace the rejected coal as soon as possible, provided that Buyer gives written notice to Seller of Buyer's desire for replacement coal within 10 days after rejection of the Non-Conforming Shipment.
- (C) If there are three Non-Conforming Shipments, whether rejected or not, under this Purchase Order in any three-month period or if two out of four consecutive Shipments under this Purchase Order are Non-Conforming Shipments, then an Event of Default has occurred, and Buyer may upon notice to Seller suspend the receipt of future Shipments (except Shipments already loaded or in transit to Buyer) under this Purchase Order. A waiver by Buyer of the suspension right for any one period shall not constitute a waiver for subsequent periods.

6. INVOICING AND PAYMENT

- (A) Exhibit A strached hereto shows the methodology for calculating the cosl payment and quality price adjustments for the month Seller's coal is unloaded by Buyer.
- (B) Seller shall invoice Buyer at the Base Price, minus any quality price adjustments if applicable, for all coal unloaded by Buyer in a calendar month within 10 days of delivery of the final Shipment of the month.
- (C) For all coal delivered pursuant to this Purchase Order, Buyer shall make a preliminary payment of ninety percent (90%) of the amount owed for the coal (based on the assumption that the coal will meet all guaranteed monthly quality parameters) 10 days after receipt of Shipment by Buyer. The amount due for all coal (based on the Base Price minus any Quality Price Discounts) delivered and unloaded and accepted by Buyer during any calendar month shall be calculated and compared to the sum of the preliminary payments made for coal delivered and unloaded and accepted during such month. The difference shall be paid by Seller or paid to Seller, as applicable, 15 days after receipt of the final Shipment during the month of the sum of the su

be made on the next regular work day. All preliminary payments shall be calculated based on the thencurrent price on a dollar per ton basis as calculated based on the guaranteed monthly weighted average BTU/lb, and the then-current Base Price in cents per MMBTU.

(D) A reconciliation of amounts paid and amounts owed shall occur 5 days following the delivery of the last Shipment during the month (For example, the preliminary payment for a Shipment delivered to Buyer on October 5, 2003 will be made on October 15, 2003. If the final Shipment for the month is delivered to Buyer on October 25, 2003, Buyer will make a preliminary payment to Seller on November 4, 2003. Final payment for all deliveries made during October will be made on November 9, 2003.) The reconciliation shall be made as follows: Seller shall invoice Buyer within 10 days following the delivery of the last Shipment of the month. The amount due for all coal (based on the Base Price minus any Quality Price Discounts) delivered and unloaded and accepted by Buyer during any calendar month shall be calculated and compared to the sum of the preliminary payments made for coal delivered and unloaded and accepted during such month. Buyer shall electronically transfer funds as requested by Seller to Seller's account at:

UNITED COAL COMPANY Bank Name: Citizens Bank – Elizabethton, TN ABA #: 064207946 Account #: 700000083

This order is not subject to Kentucky Sales Tax.

If any party in good faith reasonably disputes an invoice, it shall provide a written explanation specifying in detail the basis for the dispute and pay any undisputed portion no later than the due date. Notwithstanding anything herein to the contrary, non-payment of disputed portions, so long as such amounts remain disputed in good faith, shall not constitute an Event of Default hereunder.

7. ASSIGNMENT/DELEGATION

This Purchase Order shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. However, no Party shall assign this Purchase Order or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, any party may, without the need for consent from the other party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Purchase Order or the accounts, revenues or proceeds hereof or thereof in connection with any financing or other financial arrangements or (b) bransfer or assign this Purchase Order to an affiliate of such party; provided, however, that no such assignment shall in any way relieve the assignor from liability for full performance under this Purchase Order. Any such assignee shall assume and agree to be bound by the terms and conditions of this Purchase Order.

Written consent to one or more assignments shall not be construed as waiving the necessity of obtaining written consent to other and/or additional assignments.

8. FORCE MAJEURE

No party shall be subject to liability to the other party for the failure to perform in conformity with this Purchase Order where such failure results from a Force Majeure. A party affected by Force Majeure shall notify the other party in writing within 24 hours of the existence of such Force Majeure condition, and shall provide to the other party a written confirmation of such Force Majeure condition, and its expected effect on deliveries and expected duration within 3 days following such initial notification. The party affected by the Force Majoure shall remedy the Force Majoure with all reasonable dispatch. In the event of a Force Majoure, delivery of the affected quantity of coal shall be made up in full or in part only at the discretion of the Party not claiming Force Majeure. If an event of Force Majeure persists for a continuous period of at least 60 days, then the party not claiming Force Majoure shall have the option, upon three days' prior written notice, to terminate this Purchase Order and the obligations of the parties hereunder shall terminate (other than obligations and liabilities for prior performance thereunder). If Seller claims Force Majoure and is unable to meet all of its sales obligations under this Purchase Order and any other of its coal sales agreements involving coal of a similar type and quality as the coal sold hereunder, or if Buyer claims Force Majeure and is unable to meet all of its purchase obligations under this Purchase Order and any other of its coal and/or coal purchase agreements involving coal and/or coal of a similar type and quality as the coal purchased hereunder for the same generating station, then my reductions in Seller's deliveries or Buyer's purchases (as applicable) shall be allocated by the party claiming Force Majeure on a pro rata basis among this Purchase Order and such other coal and/or coal purchase agreements involving coal of a similar type and quality as the coal to be sold and purchased hereunder to the extent contractually permitted by this Purchase Order and such other agreements. For purposes of this paragraph, the term "Force

Majuere" means an event or circumstance which prevents one party from performing its obligations under this Purchase Order, which is not within the reasonable control of, or the result of the negligence of, the party claiming Force Majeure, and which by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided or is unable in good faith to obtain a substitute therefore. Force Majeure shall not be based on: (i) the loss of the Buyer's markets; (2) Buyer's inability economically to use or resell the coal purchased hereunder; (3) the loss or failure of Seller's supply (including, without limitation, adverse mining conditions, or loss of feedstocks or naw materials); (4) the Seller's ability to sell the coal at a price greater than the Base Price; or (5) Buyer's ability to buy the coal at a price less than the Base Price; or (6) Seller's inability to economically produce or obtain the coal.

9. WAIVER

The failure of Buyer or Seller to insist in any one or more instances upon strict performance of any of the provisions of this Purchase Order or to take advantage of any of its rights becounder shall not be construed as a waiver of any such provisions (now or in the future) or the relinquishment of any such rights, but the same shall continue and remain in full force and effect for the term of this Purchase Order.

10. FINANCIAL RESPONSIBILITY

Either party shall have the right, but not the obligation, to request from the other party audited annual financial statements and quarterly unaudited financial statements. Should the creditiverthiness or financial responsibility of either party become unsatisfactory to the other party for reasonable grounds at any time during which this Purchase Order is in effect, satisfactory security may be required before further deliveries/receipts are made under this Purchase Order.

11. EVENT OF DEPAULT AND DAMAGES

(A) If an Event of Default (as hereafter defined) occurs with respect to a party (the "Defaulting Party") at any nine during the term of this Purchase Order, the other party (the "Non-Defaulting Party") may, in its sole discretion, do any or all of the following: (i) establish a date (which date shall be no earlier than the date that such notice is given to the Defaulting Party) ("Early Termination Date") on which this Purchase Order shall terminate, (ii) withhold any payments due in respect of this Purchase Order, (iii) suspend performance under this Purchase Order and/or (iv) exercise such other remedies as may be provided in this Purchase Order or at law or in equity. An event of default with respect to any party ("Event of Default") shall mean any of the following: (i) the failure of either party to comply with any or all of its other respective obligations in good faith as herein set forth and such noncompliance is not cured within 10 days after notice thereof to Defaulting Party; (ii) failure to provide adequate security for or assurance of its ability to perform its further obligations under this Purchase Order within 72 hours, of a reasonable written request by the Non-Defaulting Party; (iii) except with respect to Case No. 03-70789-jms either party (a) filing a petition in bankruptcy, (b) having such a petition filed against it, (c) becoming otherwise insolvent or unable to pay its debts as they become due; (iv) the failure of a party's guarantor, if any, to perform any covenant set forth in its guaranty, or such guaranty shall expire or be terminated or shall cease to guarantee the obligations of such party hereunder, or such guarantor shall become subject to any of the events specified in (iii) (a), (b) or (c), or (v) an event described in Section 5(C) (dealing with non-conforming deliveries) shall have occurred.

12. LIMITATION ON LIABILITY

NO WAIVER OF REMEDIES OR DAMAGES HEREIN SHALL APPLY TO CLAIMS OF ANTICIPATORY REPUDIATION OR REMEDIES THEREFOR PROVIDED BY LAW. NEITHER SELLER NOR BUYER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR IN CONTRACT; PROVIDED THIS PARAGRAPH SHALL NOT APPLY OR BE CONSTRUED TO LIMIT ANY OBLIGATIONS UNDER ANY INDEMNITY OR WARRANTY PROVISION HEREIN.

13. REMEDIES

- (A) Notwithstanding anything else herein to the contrary, Buyer reserves the right to reject any coal and/or cancel this Purchase Order if the quality and/or quantity requirements are not met and to use any other legal or equitable remedies.
- (B) Buyer's remedies arising from this purchase order are cumulative, and the exercise of any one of them shall not preclude the exercise by Buyer of any other remedy which may be allowed by law or equity.

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14. ENTIRE AGREEMENT; MODIFICATIONS

This Purchase Order, the Fuel Purchase Order Terms and Conditions, together with any attachments or exhibits specifically referenced herein (collectively, the "Purchase Order"), constitutes the entire contract between the Seller and the Buyer with respect to the subject matter hereof, supersedes all prior oral or written representations and contracts, and may be modified only by a written amendment signed by Buyer and Seller.

15. COMPLIANCE WITH THE LAW

Seller shall comply with the provisions of all federal, state, and other governmental laws and any applicable order and/or regulations, or any amendments or supplements thereto, which have been, or may at any time be, issued by a governmental agency, including, without limitation:

- a) applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.
- federal and state Occupational Safety and Health laws; Ь)
- c) regulations of the Public Service Commission of Kontucky and Virginia;
- d) the Equal Opportunity Clause in Section 202, Paragraphs 1 through 7 or Executive Order 11246, as amended, and the implementing Rules and Regulations of the Office of Federal Contract Compliance by all of which are incorporated herein by reference; and
- e) federal and state affirmative action obligations for contractors or subcontractors for minorities and females, handicapped workers and disabled veterans and veterans of the Viemann Era, and the regulations issued thereunder, as amended from time to time (applicable government affirmative action clauses are incorporated herein by reference); and,

16. GOVERNING LAW

The rights and duties of the parties hereto shall be determined by the laws of the Commonwealth of Kentucky and to that end this agreement shall be construed and considered as a contract made and to be performed in the Commonwealth of Kennicky.

17. NOTICES

Notices provided for or required under this Purchase Order, unless expressly required to the contrary, may be exercised verbally, but shall be confirmed in writing as soon as practicable. The parties shall be legally bound from the date the notification is exercised. Notices provided for or required in writing herein shall be delivered by hand or electronic means or transmitted by facsimile or sent by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier.

Notices hand delivered or delivered by electronic means, shall be deemed delivered by the close of the business day on which it was hand delivered or delivered by electronic means (unless hand delivered or transmitted by electronic means after the close of the business day in which case it shall be deemed received by the close of the next business day). Notices provided by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of a successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. Eastern Time on a business day, then such facsimile shall be deemed to have been received on the following business day. Notices provided by certified mail, postage prepaid, return receipt requested, or by overnight mail or courier, shall be deemed delivered upon mailing.

18. CHANGES IN LAWS

All coal delivered pursuant to this Purchase Otder must meet the standards and specifications as outlined. The specifications as written will meet all the sulfur dioxide standards (both state and federal) that are now applicable to the Buyer's Generating Station for which this coal is being purchased. In the event of any change in any applicable laws or regulations, including but not limited to environmental laws and regulations, or in the interpretation hercof or enforcement practices with respect hereto, Buyer may cancel, in whole or in part, its order or orders for any coal ordered as a result of this Purchase Order and may terminate this Purchase Order without any liability to Seller, other than those with respect to prior performance.

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19. NETTING AND SETOFF

If Buyer and Seller are required to pay any amount on the same day or in the same month, then such amounts with respect to each party may be aggregated and the parties may discharge their obligations to pay through aetting, in which case the party, if any, owing the greater aggregate amount shall pay to the party owed the difference between the amounts owed. Each party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Contract and/or any other contract between the parties hereto may be offset against each other, set off or recouped therefrom.

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Exhibit A

Page 1 of 2

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EXHIBIT A SAMPLE COAL PAYMENT CALCULATIONS Total Evaluated Coal Costs for Contract No. KU F03975

	Section I	Base Data
IJ	Bass F.O.B. price per ton:	\$35.50 /ton
1=)	Toos of coal delivered:	lons
2)	Guaranteed average heat content:	13.000 BTU/LB.
2r)	As received monthly avg, heat content:	BTU/LB.
2 n)	Energy delivered in MMBTU:	MMBTU
{(Lin [()	e la) *2,000 lb./con*(Line 2r)] *MMBTU/1,000,000 BTU *2,000 lb./mn*())*MMBTU/1,000,000 BTU	
26)	Base F.O.B. price per MMBTU:	<u>s1.36538</u> MMBTU
{[(L in {[(الد)) (Line 2)]*(1 נסוו/2,000 lb.)]}*1,000,000 BTU/MMBTU (ton) (BTL/LB)]*(1 மா/2,000 lb.)}*1,000,000 BTU/MMBTU	
3)	Guaranteed shipment, max. SO2	
3r)	Number of ions > 3.00 ibsSO2/Mmba	TONS
4)	Guaranteed monthly avg. rah	5.38 LBS.MMBTU
4r)	As received monthly avg. ash	LBS./MMBTU
5)	Guaranteed monthly avg. max. moisture	6.15 LBS/MMBTU
Sr)	As received monthly avg. maisture	LBS./MMBTU
5)	Guaranteed monthly avg. max. sulfur	1.375 LBS/MMBTU
51)	As received monthly avg. sulfur	LBS/MMBTU
	Assign a (-) to all discounts (round to (5) decimal places)	Discounts
/ፈ)	BTU/LB: N/A	
d)	so _z : N/A	\$/MMätu
d)	ASH: N/A	\$/MMBTU
))	MOISTURE: N/A	5/MMBTU
d)	SULFUR: N/A	\$/MMBTU
•	· · · ·	\$/MMBTU

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	Section III	Total Price	Exhibit A Page 2 of 2
	Determine total Discounts as follows:	ABLAUMENU	
	Assign a (-) to all discounts (round to (5) decimal places)		
	Line 7d:	c	
	Line 8d	s	_/MMBTU
	Line 9d	s	
	Line (Od		/MMBTU
	Line 11d		MMBTU
12)	Total Discounts (-):		MMBTU
	Algebraic sum of above:	2	
13)	Total evaluated coal price = (line 2b) + (line 12)	_	/mmbtu /mmbtu
14)	Total discount price adjustment for Energy delivered: (line Za) * (line 12) (-)	· ····································	MMB IU
15)	MMBTU =/MMBTU =	·	
(2)	Total base cost of coal (line 2a) * (line 2b) MMBTU * \$/MMBTU =	2	
16)	Total coal payment for month (line 14) + (line 15)	s	

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Attachment to Question No. 12 (b) (5) Cook & Sons Mining Page 15 of 15 Dotson

Gentu/MMBTU Cents/MMBTU Cents/MMBTU BTU 9 163.50 223.00 59.50 13,000 9 1 163.50 23.00 59.50 13,000 9 1 163.50 23.00 59.50 13,000 9 1 163.50 23.00 59.50 13,000 9 1 100 100.00 59.50 13,000 9 1 100 100.00 59.50 13,000 100 100.5 20.00 59.50 13,000 59.50 11,000 100.5 20.00 59.50 13,000 59.50 11,000 100.00 100.00 53.301 100.05 53.301 100 100.00 101.000 163.5 163.5 163.5 163.5 100 1 1 1 163.5 163.5 163.04 100.1 1 1 1 163.04 163.04 163.04 100.1	CALCULATION OF DAMAGES	F DANIAGES	CALCULATIO CALCULATIO FOR Vendor (2)	R	NONDELIVERY OI A 2004 Add. Cost			
2004 27,699 [1] 163.50 223.00 59.50 13,000 ase Ontier calls for 61,000 tans, Cock & Sons shipped 53,301 tans, balance due (81,000 - 53,301) 1 1 1 ase Ontier calls for 61,000 tans, Cock & Sons shipped 53,301 tans, balance due (81,000 - 53,301) 1 1 1 ase Ontier calls for 61,000 tans, Cock & Sons shipped 53,301 tans, balance due (81,000 - 53,301) 1 1 1 ase Ontier calls for 61,000 tans, Cock & Sons shipped 53,301 tans, balance due (81,000 - 53,301) 1 1 1 ase Ontier calls for 61,000 tans, Cock & Sons shipped 53,301 tans, balance due (81,000 - 53,301) 1 1 1 ase on 13,000 bitu coel 1 1 1 1 1 balance due (1,000 - 53,301) 1 1 1 1 1 1 balance due (1,000 - 53,300) 1		+-+	Cente/MMBTU		Cents/MMBTU	Guar. BTV	Per Ton Cost of Cover	Ver Ver
27,699 103.301 22.000 93.301 93.301 93.301 ase Order calls for 61,000 ltans, Cook & Sons shipped 53,301 10ms, batance due (61,000 - 63,301) 1 1 s. Sons delivered price base on 13,000 bitu coel 1 1 1 1 s. Sons delivered price base on 13,000 bitu coel 1 1 1 1 s. Sons delivered price base on 13,000 bitu coel 1 1 1 1 s. Sons delivered price base on 13,000 bitu coel 1 1 1 1 s. Sons delivered price base on 13,000 bitu coel 1 1 1 1 1 s. Sons delivered price based on: 1							T	NSC AT
27,699 27,699 ase Order calls to 61,000 tons, Cook & Sons shipped 53,301 tons, balance due (81,000 - 53,301) & Sons delivered price base on 13,000 bfu coel & Sons delivered price base on 13,000 bfu coel & Sons delivered price base on 13,000 bfu coel & Sons delivered price base on 13,000 bfu coel & Sons delivered price base on 13,000 bfu coel & Sons delivered price base on 13,000 bfu coel Coel vertice Vendor/Atumber Term Tons Coel Network offer Spot Coel Network offer Spot			163.50			13,000		315.47
ese Order calls for 61,000 funs, Cook & Sons shipped 53,301 forms, balance due (61,000 - 53,301) ase Order calls for 61,000 function in the set of the se	Grand Total	27,689						
tor 61,000 tans, Cook & Sons shipped 53,301 tans, balance due (81,000 - 53,301) ad price base on 13,000 bfu coel i0 per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.5 i0 per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.5 in per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.5 in per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.4 in per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.4 in per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.4 in per ton fob milcar + \$7,01 rail = delivered per ton of \$42.51 or 163.04 in per ton fob milcar + \$7,010 Term Tons Delivered per ton of \$42.51 in per ton fob milcar + \$7,010 Term Tons Canterburger per ton of \$42.51 in per ton fob milcar + \$7,010 Term Tons Canterburger per ton of \$42.51 in per ton fob milcar + \$7,010 Spot 163.04 163.04 in per ton fob milcar + \$2,000 163.04 163.04 163.04			-	-			-	
ad price base on 13,000 blu coel i0 per (on fob relicer + \$7,01 rail = delivered per ton of \$42.51 or 163.5 cr ised on: ised on: involt offer : Spot Term Tons CareteMateru Network offer : Spot 25,000 163.04	1	der calls for 81,0	00 lons, Cook &	Sons shipped 53,30	01 tons, balance du	e (81,000 - 53,3	- 3	= 27,699
iii) per ton fob milicar + \$7,01 rail = delivered per ton of \$42.51 or 153.5 or ised on: Image: Second secon		s delivered price	base on 13,000 b				F	
need on: 		\$35.50 per to	1 (ob nalicar + \$7	.01 mil = delivered p				Centel Manual
or/Number Spot Term Tons Canadaweru N Humber Spot 25,000 183.04	. 1	t cost based on:					+	
nriAumber Term Tons CantanAuerrol Network offer Spot 25,000 163.04		+						
arikiumber Term Tons CanadiAAkeriti N Network offer Spot 25,000 183.04 Network offer Spot 25,000 183.04	Additional Coal Pu	unchased						
for - Spot - 25,000 - 163.04		Vendor/Numb		Tem	Tons	Delivered		3
		Coel Network	2	Spot	25,000	CurterNuteTU	M	\$46.25/job raikar + \$7.27 rail =
						Dalivered CurteRAMBTU 163.04	S C	

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF KENTUCKY PIKEVILLE DIVISION

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In re;

Chapter 11

COOK & SONS MINING, INC., et al.,

Case No. 03-70789

Debtor

AGREED ORDER

This matter having come before the Court upon the Application of Kentucky Utilities Company ("Claimant"), pursuant to 11 USC §503, for allowance and payment of an administrative expense; it appearing that the Claimant is entitled to the relief requested in the application; the Debtor hereby consenting to the relief requested; and the Court being otherwise sufficiently advised,

IT IS HEREBY AGREED AND ORDERED as follows:

- A. That the Claimant be, and hereby is, allowed an Administrative Expense pursuant to 11 USC § 503(b)(1)(A) in the amount of \$428,504.00;
- B. That the Debtor shall pay this claim as and when funds become available for distribution on account of administrative expenses.

HAVE SEEN AND AGREE:

<u>/S/ W. Thomas Bunch</u> W. Thomas Bunch Bunch & Brock, Attorneys 271 West Short Street, Suite 805 P.O. Box 2086 Lexington, Kentucky 40588-2086 859-254-5522 859-233-1434 FAX <u>WTB@BunchLaw.com</u> **Counsel for Debtors**

Attachment to Question No. 12 (c) Cook & Sons Mining Page 2 of 2 Dotson

/s/Mark A. Robinson Mark A. Robinson Daniel R. Albers, Jr. VALENTI, HANLEY & CROOKS, PLLC 1950 One Riverfront Plaza 401 West Main Street Louisville, Kentucky 40202 (502) 568-2100 mar@vhclaw.com Counsel for Kentucky Utilities Company

Copies to:

All parties receiving documents by CM/ECF Richard B. Warne Robert T. Copeland James H. Joseph Mica Rae Trucking, Inc. Santee Cooper Kentucky Utilities Company

Calvin R. Tackett James D. Asher Atlas Machine & Supply, Inc. MTAP, Inc. Lakeland Electric Orlando Utilities Commission

Pursuant to Local Rule 9022-1(c) the above Debtor's counsel will cause a copy of this order to be served on each of the parties designated to receive this order pursuant to Local Rule 9022(a) and shall file with the court a certificate of service of the order upon such parties within ten days hereof.

The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.



Signed By: <u>Joseph M. Scott, Jr.</u> Bankruptcy Judge Dated: Monday, June 21, 2004 (jms) •

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Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 13

Witness: Mike Dotson

- Q-13. a. During the period from November 1, 2003 through April 30, 2004, have there been any changes to KU's written policies and procedures regarding its fuel procurement?
 - b. If yes,
 - (1) What were these changes?
 - (2) Provide these written policies and procedures as changes.
 - (3) When were these changes made?
 - (4) Why were they made?
- A-13. a. No. The latest copy of the policies and procedures were filed with the Commission as part of the hearing in Case No. 2003-00213.
 - b. Not applicable.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 14

Witness: Mike Dotson

- Q-14. a. Is KU aware of any violations of its policies and procedures regarding fuel procurement that occurred prior to or during the period from November 1, 2003 through April 30, 2004?
 - b. If yes, for each violation:
 - (1) Describe the violation.
 - (2) Describe the action(s) that KU took upon discovering the violation.
 - (3) Identify the person(s) who committed the violation.

A-14. a. No.

b. Not applicable.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 15

Witness: Mike Dotson

Q-15. Identify all changes that occurred during the period from November 1, 2003 through April 30, 2004 in the organizational structure and personnel of the departments or divisions that are responsible for KU's fuel procurement activities.

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A-15. None.

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Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 16

Witness: John Malloy

- Q-16. a. Identify all changes that KU has made during the period under review to its maintenance and operation practices that also affect fuel usage at KU's generation facilities.
 - b. Describe the impact of these changes on KU's fuel usage.
- A-16. a. None.
 - b. Not applicable.

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Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 17

Witness: Mike Dotson

- Q-17. List each written coal supply solicitation issued during the period from November 1, 2003 to April 30, 2004.
 - a. For each solicitation, provide the date of the solicitation, the type of solicitation (contract or spot), the quantities solicited, a general description of the quality of coal solicited, the time period over which deliveries were requested, and the generating unit(s) for which the coal was intended.
 - b. For each solicitation, state the number of vendors to whom the solicitation was sent, the number of vendors who responded, and the selected vendor. Provide the bid tabulation sheet or corresponding document that ranked the proposals. (This document should identify all vendors who made offers.) State the reasons for each selection.

A-17. SOLICITATION #1

a.	Date:	March 1, 2004
	Contract/Spot:	Contract or Spot
	Ouantities:	No minimum or maximum specified
	Quality:	Suitable for KU's Tyrone station.
	Period:	Up to 5 years
	Generating Units:	KU's Tyrone station.

b. March 1, 2004 Solicitation: Number of vendors receiving bids: 78
Number of vendors responded: 4
Selected vendor(s): LEX Coal, Inc./KUF04009

The requested bid analysis information is confidential and proprietary information and is being filed with the Commission under seal pursuant to a Petition for Confidential Protection.

SOLICITATION #2

- a. Date: March 24, 2004
 Contract/Spot: Contract or Spot
 Quantities: No minimum or maximum specified
 Quality: Suitable for KU's E.W. Brown station.
 Period: Up to 5 years
 Generating Units: KU's E.W. Brown station.
- b. March 24, 2004 Solicitation: Number of vendors receiving bids: 163

Number of vendors responded: 12

Selected vendor(s): The final selection of the vendors has not been made at this time. Negotiations are still in progress. The names of the selected vendors and the supporting bid tabulation sheet will be provided to the Commission after the negotiations are complete and the vendors chosen.

SOLICITATION #3

a.	Date:	April 14, 2004
		Contract or Spot
		No minimum or maximum specified
	Quality:	Suitable for KU's Ghent station compliance units 2,3.4 and
		Green River Station units.
		Up to 5 years
	Generating Units:	KU's Ghent station units 2,3,4 and Green River station.

b. April 14, 2004 Solicitation: Number of vendors receiving bids: 186

Number of vendors responded: 15

Selected vendor(s): The final selection of the vendors has not been made at this time. Negotiations are still in progress. The names of the selected vendors and the supporting bid tabulation sheet will be provided to the Commission after the negotiations are complete and the vendors chosen.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 18

Witness: Mike Dotson

- Q-18. List each oral coal supply solicitation issued during the period from November 1, 2003 to April 30, 2004.
 - a. For each solicitation, state why the solicitation was not written, the date(s) of the solicitation, the quantities solicited, a general description of the quality of coal solicited, the time period over which deliveries were requested, and the generating unit(s) for which the coal was intended.
 - b. For each solicitation, identify all vendors solicited and the vendor selected. Provide the tabulation sheet or other document that ranks the proposals. (This document should identify all vendors who made offers.) State the reasons for each selection.
- A-18. a. None.
 - b. Not applicable.

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Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 19

Witness: John Malloy

- Q-19. a. List all intersystem sales during the period under review in which KU used a third party's transmission system.
 - b. For each sale listed above,

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- (1) Describe how KU addressed for fuel adjustment clause reporting purposes the cost of fuel expended to cover any line losses incurred to transmit its power across the third party's transmission system.
- (2) State the line loss factor used for each transaction and describe how such line loss factor was determined.
- A-19. All third party transmission purchases to deliver outside of the LGE/KU system go through Midwest Independent System Operator Inc. (MISO). Losses are considered part of off-system sales and are included in the AFB process to determine fuel expense for off-system sales. The volumes of losses generated for sales during Nov 03 through Apr 04 are:

Nov 2003	2,160 MWH
Dec 2003	2,681 MWH
Jan 2004	4,010 MWH
Feb 2004	3,069 MWH
Mar 2004	1,986 MWH
<u>Apr 2004</u>	<u>811 MWH</u>
Total	14,717 MWH

These volumes of losses are the daily sums of the required generation for transmission losses over systems outside of the LGE/KU control area. The line loss factors are dynamically calculated by MISO for each individual transaction. As such, there isn't a single loss factor that can be quoted.

The average loss factor for third-party off-system sales subject to transmission line losses in MISO is 1.36%.

Response to Information Requested in Appendix A of Commission's Order Dated June 23, 2004

Case No. 2004-00213

Question No. 20

Witness: Robert M. Conroy

Q-20. Describe each change that KU made during the period under review to its methodology for calculating intersystem sales line losses.

A-20. None.