



STOLL · KEENON · OGDEN
PLLC

2000 PNC PLAZA
500 WEST JEFFERSON STREET
LOUISVILLE, KY 40202-2828
MAIN: (502) 333-6000
FAX: (502) 333-6099
www.skofirm.com

SARAH K. M. ADAMS
DIRECT DIAL: 502-560-4232
sarah.adams@skofirm.com

December 23, 2008

VIA HAND DELIVERY

Stephanie L. Stumbo
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

RECEIVED

DEC 23 2008

PUBLIC SERVICE
COMMISSION

RE: The Application of Big Rivers Electric Corporation for: (i) Approval of Wholesale Tariff Additions for Big Rivers Electric Corporation, (ii) Approval of Transactions, (iii) Approval to Issue Evidences of Indebtedness, and (iv) Approval of Amendments to Contracts; and of E.ON U.S. LLC, Western Kentucky Energy Corp., and LG&E Energy Marketing, Inc. for Approval of Transactions
Case No. 2007-00455

Dear Ms. Stumbo:

In accordance with commitments made in the above referenced matter, enclosed please find and accept for filing the original and ten copies of the November 17, 2008 Agreed Order between Western Kentucky Energy Corp. and the Energy and Environment Cabinet, as well as, the fully executed Third Amendment to the Transaction Termination Agreement.

Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the enclosed additional copies and return them to me in the enclosed self-addressed stamped envelope.

Should you have any questions please contact me at your convenience.

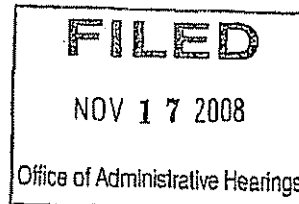
Sincerely,

Sarah K. M. Adams

SKMA: ec
Enclosures
cc: Parties of Record

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COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION FOR AIR QUALITY
DIVISION OF WATER
FILE NO. DOW-33299



IN RE: Western Kentucky Energy Corp.
P.O. Box 1518
Henderson, KY 42419
KYEIS I.D. #: 2109100003; AI #: 1640
Activity #: APE 20080001; and
KPDES No.: KY0054836; AI #: 3319
Activity #: 20040004

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Western Kentucky Energy Corp. (hereinafter "WKEC"), state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. WKEC is a Kentucky corporation with a principal office located in Henderson, Kentucky. WKEC leases and operates the following facilities that are the subject of this Agreed Order: (a) the Kenneth C. Coleman Station, which is an electric power plant located in Hawesville, Kentucky (hereinafter "Coleman Station"); and (b) the D.B. Wilson Station, which is an electric power plant located in Island, Kentucky (hereinafter "Wilson Station").

Coleman Station

3. WKEC, is the holder of Division for Air Quality Title V permit number V-02-003 issued on October 24, 2003, Source ID# 21-091-00003, for Coleman Station.

4. The Title V Permit for Coleman Station is set to expire on October 24, 2008. Kentucky regulations, specifically 401 KAR 52:020 Section 12(4), required WKEC to submit an application to the Kentucky Division for Air Quality (hereinafter "KDAQ") for renewal of this permit within six months of its expiration date. The KDAQ received WKEC's application to renew the Coleman Station permit on May 14, 2008, and it is presently undertaking a review of WKEC's permit renewal application. It is possible that a renewed Title V permit will not be issued before the current permit expires.

5. Pursuant to 401 KAR 52:020 Section 12, the expiration of a source's Title V permit will terminate its authority to operate unless the source submits a "timely and complete renewal application."

Wilson Station

6. WKEC is the holder of Kentucky Pollutant Discharge Elimination System ("KPDES") permit number KY0054836 for Wilson Station, which the Kentucky Division of Water ("KDOW") originally issued on February 26, 2001 with an effective date of April 1, 2001. This permit was set to expire on October 31, 2004. The KDOW notified WKEC of this fact in a letter dated June 23, 2004 and explained that WKEC was to complete and return a renewal application to the KDOW's KPDES permit branch by July 15, 2004.

7. Pursuant to the KDOW's June 23, 2004, letter, WKEC submitted a new KPDES permit application on July 14, 2004, although the KDOW did not receive WKEC's application until July 16, 2004. The KDOW notified WKEC that its KPDES application was complete in a letter dated September 14, 2004. As of the date of this Agreed Order, the KDOW has not issued a renewed KPDES permit for Wilson Station.

8. If a permittee submits a timely application for a renewed KPDES permit, it may discharge pursuant to the terms of the expired permit until the effective date of the renewed permit issued by the KDOW. 401 KAR 5:060 Section 1(5)(c).

Modification of the Wilson Station KPDES Permit

9. In a July 8, 2003 letter to the KDOW, WKEC requested a modification of its KPDES permit for the Wilson Station to allow for the addition of four process water treatment basins to run along a fuel conveyor, which extends from the Green River to a fuel pile at the facility. These basins collect storm water from the base of the conveyor and treat it by primary settling.

10. The KDOW advised WKEC that it could operate the above-referenced water treatment basins provided that WKEC monitor the discharge for Total Suspended Solids ("TSS"), pH, oil and grease. Based on this representation, WKEC has operated the aforementioned storm water basins according to the limitations imposed by the KDOW.

Operating Status and Permit Transfer

11. The Coleman Station and Wilson Station facilities discussed herein are of vital importance to serving the electrical power needs of residents and industry in Western Kentucky.

12. A transfer of the various operating permits issued by the Cabinet for Coleman Station and Wilson Station to a new operator is currently under consideration by WKEC. It is important to provide for certainty with respect to permit and regulatory operating authorizations for the Coleman Station and the Wilson Station to support the potential transfer of the above-referenced permits to new operators.

13 This Agreed Order is intended to provide authorization for continued operation of the aforementioned facilities consistent with existing permit authorizations pending issuance of renewed permits based upon pending permit applications, and to resolve any potential claims that such operating authorizations would not exist without renewed or reissued permits.

NOW THEREFORE, in the interest of settling all claims and controversies involving the matters described above, the parties hereby consent to the entry of this Agreed Order and agree as follows:

14. In the event that the Title V permit for Coleman Station is not renewed in final form before the expiration of the facility's current permit on October 24, 2008, WKEC, or any successor operator of Coleman Station, is authorized to operate in accordance with its present Title V permit for Coleman Station, KRS Chapter 224 and the regulations promulgated thereto, including, but not limited to 401 KAR 52:020, "Title V permits," pending final action on the pending Title V permit application. The Cabinet agrees that for purposes of this matter, the Title V renewal application was complete and timely submitted.

15. With respect to the Wilson Station KPDES permit, as indicated in the KDOW's September 14, 2004 letter, the KDOW considers WKEC's application for a renewal of the KPDES permit for Wilson Station to be complete. In addition, the KDOW considers WKEC's renewal application to be timely made pursuant to 401 KAR 5:060, which allows the KDOW discretion to accept KPDES permit renewal applications within 180 days of the permit's expiration date. Thus, WKEC, or any successor operator of Wilson Station, may continue to operate Wilson Station according to its present KPDES permit pursuant to 401 KAR 5:060 Section 1(5)(c) until a renewed KPDES permit is issued and becomes effective.

16. With respect to the conveyor belt storm water basins at Wilson Station, WKEC, or any successor operator at Wilson Station, may continue to operate these basins pending the issuance of a modified KPDES permit for the facility, as requested in WKEC's July 8, 2003 letter to the KDOW, provided that it continues to monitor the discharge from the ponds for TSS, pH, oil and grease, and otherwise employs best management practices to reduce pollutants in the storm water discharge from said facilities.

MISCELLANEOUS PROVISIONS

17. This Agreed Order addresses only the matters specifically described above. Other than those matters resolved by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and WKEC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and WKEC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to WKEC or its successor. WKEC reserves his/its defenses thereto, except that WKEC shall not use this Agreed Order as a defense.

19. WKEC waives its right to any hearing on the matters described herein. However, failure by WKEC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and

to pursue any other appropriate administrative or judicial action under KRS Chapters 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. WKEC may request an amendment by writing the Director of Division of Water or the Director of the Division for Air Quality at 200 Fair Oaks Lane, Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that WKEC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, WKEC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

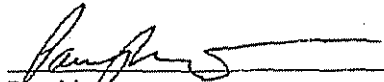
22. WKEC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of operation of any part of the subject facilities occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other site or facility.

24. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon.

25. This Agreed Order shall terminate upon the issuance of the final renewed Title V permit for Coleman Station and the issuance of a renewed KPDES permit for Wilson Station, except that the claims and controversies related to the matters described above shall remain resolved for enforcement purposes.

AGREED TO BY:




President
Western Kentucky Energy Corp.

10/21/08


Date

APPROVAL RECOMMENDED BY:



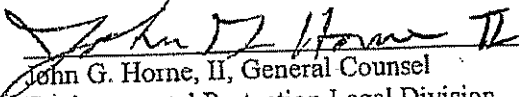
John S. Lyons, Director
Division for Air Quality

11/3/08
Date




Sandy Gruzsky, Director
Kentucky Division of Water

11/5/08
Date



John G. Horne, II, General Counsel
Environmental Protection Legal Division

11-3-08
Date



C. Michael Haines, General Counsel
Office of General Counsel

11.10.08
Date

FILE NO. DOW-33299

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this the _____ day of _____, 200 _____.

**ENERGY AND
ENVIRONMENT CABINET**



LEONARD K. PETERS, SECRETARY

FILE NO. DOW-33299

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this the 17th day of November, 2008:

Jack Bender
Greenebaum Doll & McDonald PLLC
300 West Vine Street, Suite 1100
Lexington, Kentucky 40507

Western Kentucky Energy Corp
PO Box 1518
Henderson, Kentucky 42419

And mailed via messenger mail to:

John S. Lyons, Director
Division for Air Quality
803 Schenkel Lane
Frankfort, Kentucky 40601

Sandy Gruzesky, Director
Kentucky Division of Water
14 Reilly Road
Frankfort, KY 40601

John G. Horne, II, General Counsel
Environmental Protection Legal Division
300 Fair Oaks Lane
Frankfort, Kentucky 40601



DOCKET COORDINATOR

Distribution:

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**THIRD AMENDMENT TO
TRANSACTION TERMINATION AGREEMENT**

THIS THIRD AMENDMENT TO TRANSACTION TERMINATION AGREEMENT ("*Third Amendment*") is made and entered into as of this 3rd day of November, 2008, by and among BIG RIVERS ELECTRIC CORPORATION ("*Big Rivers*"), LG&E ENERGY MARKETING INC. ("*LEM*"), and WESTERN KENTUCKY ENERGY CORP. ("*WKEC*") (collectively, the "*Parties*").

RECITALS:

A. Reference is made to the Transaction Termination Agreement by and among the Parties dated as of March 26, 2007, as amended by a First Amendment to Transaction Termination Agreement dated as of November 1, 2007, as clarified in part by a letter agreement among the Parties dated December 4, 2007, and as amended by a Second Amendment to Transaction Termination Agreement dated as of June 19, 2008 (collectively, the "*Termination Agreement*"). Pursuant to the Termination Agreement, among other transactions, the Parties agreed to terminate certain property interests and contractual relationships between LEM and WKEC, on the one hand, and Big Rivers, on the other hand, at the Closing, upon the terms and subject to the conditions set forth therein. Capitalized terms used but not defined in this Third Amendment shall have their same respective meanings as in the Termination Agreement.

B. The Parties now desire to further amend the Termination Agreement in the manner set forth in this Third Amendment, including without limitation, in order to increase the Termination Payment contemplated as to be paid by WKEC to Big Rivers at the Closing, and in order to evidence certain additional agreements and understandings among them with respect to certain actual or potential environmental conditions or circumstances that have been identified by Big Rivers through its due diligence investigation of the Generating Plants.

C. Attached hereto as Appendix D is a draft order that is being jointly sought by the Parties and that may be issued by the Kentucky Energy and Environment Cabinet (the "*Draft Agreed Order*").

AGREEMENT:

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

1. AMENDMENT TO SUBSECTION 3.3(a). The first (1st) sentence of Subsection 3.3(a) of the Termination Agreement (as previously amended pursuant to the Second Amendment to Transaction Termination Agreement dated as of June 19, 2008) is hereby further amended to be and read in its entirety as follows:

“At the Closing, WKEC shall pay to Big Rivers (in immediately available funds) the sum of Four Hundred Forty Four Million Five Hundred Twenty Eight Thousand Two Hundred Ninety Dollars and Ninety-Four Cents (\$444,528,290.94), subject to the adjustment provided for in the following two sentences (as adjusted, collectively, the *“Termination Payment”*).”

2. SUBSECTION 15.3(d). The Parties hereby amend the Termination Agreement to include a new Schedule 15.3(d) thereto, which new Schedule 15.3(d) shall be in the form (and shall contain only the items or matters set forth in the form) attached to this Third Amendment as Appendix A (*“Schedule 15.3(d)”*). The Parties agree that each and every matter, description, event, condition or circumstance set forth or identified in Schedule 15.3(d) (as the same may be supplemented as hereinafter provided) shall be deemed for all purposes to be included in, made a part of and incorporated by reference in Subsection 15.3(d) of the Termination Agreement (together with the matters, descriptions, events, conditions and circumstances included as a part of Subsection 15.3(d) prior to the date of this Third Amendment), rendering each of the same the subject of WKEC’s indemnification and hold harmless covenants set forth in that Subsection 15.3(d) (but subject to the limitations and exclusions provided for therein). The Parties may by mutual written agreement (specifically referring to Schedule 15.3(d)), from time-to-time following the date of this Third Amendment, substitute a new Schedule 15.3(d) for the version of that Schedule attached to this Third Amendment, without the need for the Parties to amend Subsection 15.3(d) of the Termination Agreement or this Third Amendment.

3. COLEMAN TITLE V AIR PERMIT. Following the Closing, and expiring at such time as the Kentucky Energy and Environment Cabinet shall have issued or entered into an

agreed order in the form (in all material respects) of the Draft Agreed Order (but with paragraph 14 thereof in the form set forth in the Draft Agreed Order), WKEC shall indemnify and hold harmless Big Rivers from and against any claims, demands, losses, damages, liabilities, costs, expenses, obligations and deficiencies (including without limitation, any costs of corrective or remedial actions, fines, civil or criminal penalties, settlements or attorney's fees) that have been or may be suffered or incurred by Big Rivers to the extent (but only to the extent) resulting from or arising out of any failure of WKEC to apply for the renewal of the Air Quality Title V permit number V-02-003 issued on October 24, 2003, Source ID# 21-091-00003, for Coleman Station (the "*Coleman Title V Permit*"), on or before the date such application was required in order to authorize continued operation of Plant Coleman under the Coleman Title V Permit after it would otherwise expire on October 24, 2008, including any operation of Plant Coleman prior to the renewal of the Coleman Title V Permit that was not authorized by the provisions of Section 8 of 410 KAR 52:020. The covenants and agreements set forth in this Section 3 are covenants and agreements of the type contemplated in Subsection 15.3(e) of the Termination Agreement. The provisions of this Section 3 shall be deemed for all purposes of the Termination Agreement to be included in and a part of Section 15.3 of the Termination Agreement, as contemplated in Subsection 15.3(e) of the Termination Agreement, and all provisions of this Section 3 shall be and remain subject to the last sentence of that Subsection 15.3(e).

4. **WILSON KPDES PERMIT.** Following the Closing, and expiring at such time as the Kentucky Energy and Environment Cabinet shall have issued or entered into an agreed order in the form (in all material respects) of the Draft Agreed Order (but with paragraph 15 thereof in the form set forth in the Draft Agreed Order), WKEC shall indemnify and hold harmless Big Rivers from and against any claims, demands, losses, damages, liabilities, costs, expenses, obligations and deficiencies (including without limitation, any costs of corrective or remedial actions, fines, civil or criminal penalties, settlements or attorney's fees) that have been or may be suffered or incurred by Big Rivers to the extent (but only to the extent) resulting from or arising out of any failure of WKEC to apply for the renewal of Kentucky Pollutant Discharge Elimination System ("*KPDES*") permit number KY0054836 for Wilson Station (the "*Wilson KPDES Permit*") on or before the date such application was required in order to authorize continued operation of Plant Wilson under the Wilson KPDES Permit after its original expiration date of October 31, 2004, including any discharges from Plant Wilson that are subject to the

Wilson KPDES Permit and are not authorized by 401 KAR 5:060, Section 1(5)(c). The covenants and agreements set forth in this Section 4 are covenants and agreements of the type contemplated in Subsection 15.3(e) of the Termination Agreement. The provisions of this Section 4 shall be deemed for all purposes of the Termination Agreement to be included in and a part of Section 15.3 of the Termination Agreement, as contemplated in Subsection 15.3(e) of the Termination Agreement, and all provisions of this Section 4 shall be and remain subject to the last sentence of that Subsection 15.3(e).

5. WILSON CONVEYOR BELT RUN-OFF BASINS. Following the Closing, and expiring at such time as the Kentucky Energy and Environment Cabinet shall have issued or entered into an agreed order in the form (in all material respects) of the Draft Agreed Order (but with paragraph 16 thereof in the form set forth in the Draft Agreed Order), WKEC shall indemnify and hold harmless Big Rivers from and against any claims, demands, losses, damages, liabilities, costs, expenses, obligations and deficiencies (including without limitation, any costs of corrective or remedial actions, fines, civil or criminal penalties, settlements or attorney's fees) that have been or may be suffered or incurred by Big Rivers to the extent (but only to the extent) resulting from or arising out of any failure of WKEC to apply for or obtain an amendment to the Wilson KPDES Permit on a timely basis in order to construct, maintain and operate the Wilson conveyor belt runoff ponds. The covenants and agreements set forth in this Section 5 are covenants and agreements of the type contemplated in Subsection 15.3(e) of the Termination Agreement. The provisions of this Section 5 shall be deemed for all purposes of the Termination Agreement to be included in and a part of Section 15.3 of the Termination Agreement, as contemplated in Subsection 15.3(e) of the Termination Agreement, and all provisions of this Section 5 shall be and remain subject to the last sentence of that Subsection 15.3(e).

6. COLEMAN POND.

(a) Following the Closing, WKEC shall indemnify and hold harmless Big Rivers from and against any fines and civil or criminal penalties that may be suffered or incurred by Big Rivers to the extent (but only to the extent) resulting from or arising out of any failure of WKEC to obtain a KPDES permit required for the discharge of wastewater from the new wastewater treatment facility at Plant Coleman (the "*Coleman*

WWTF"); provided, that the foregoing obligation of WKEC to indemnify and hold harmless Big Rivers shall be limited to the percentage of all such fines and civil and criminal penalties, collectively, equal to the ratio (the "*WKE Contribution Ratio*") by which all waste materials that were deposited by WKEC into the Coleman WWTF prior to the Closing bears to the total amount of all waste materials that were deposited into the Coleman WWTF (whether by WKEC, by Big Rivers or by any other Person (exclusive of the Affiliates of WKEC)) at any time prior to the last date in the period for which such fines and/or penalties are imposed by the relevant Governmental Entity, regardless of whether any of those waste materials were removed from the Coleman WWTF prior to that date of imposition. Notwithstanding the foregoing, WKEC shall have no obligation to indemnify or hold harmless Big Rivers under or pursuant to this Subsection (a) in the event a KPDES permit for the discharge of wastewater from the Coleman WWTF is issued at any time prior to the Closing, it being understood and agreed that this Subsection (a) shall become null, void and of no further force or effect in the event such a permit is issued prior to the Closing.

(b) To the extent not issued or obtained prior to the Closing, Big Rivers agrees to use its reasonable best efforts to obtain a KPDES permit for the discharge of wastewater from the Coleman WWTF at the earliest practicable time following the Closing. In the event, however, despite such reasonable best efforts of Big Rivers, the Kentucky Energy and Environment Cabinet (the "*Cabinet*") shall, in writing, refuse to issue, or shall otherwise make a determination that it will not issue, a KPDES permit required for the discharge of wastewater from the Coleman WWTF (the "*Cabinet Determination*"), then Big Rivers shall evaluate and develop various alternatives of how to address the collective waste material which has been deposited by Big Rivers and by WKEC in the Coleman WWTF, including, without limitation, evaluate and develop alternatives, if any, that would result in the Coleman WWTF continuing to be utilized for the disposal of these waste materials. If within 180 days following the date of the Cabinet Determination, Big Rivers provides written notice to WKEC of Big Rivers' intent to carry out a particular alternative in order to address the collective waste material which has been deposited by Big Rivers and by WKEC in the Coleman WWTF, WKEC shall, upon completion of the work with respect to such selected alternative, reimburse

Big Rivers for WKEC's share (determined as provided below) of the total, direct, out-of-pocket costs actually incurred by Big Rivers for the carrying out of the selected alternative; provided however, that in no event shall WKEC's obligation to reimburse Big Rivers for costs under this Subsection (b) ever exceed total, direct, out-of-pocket costs that WKEC would incur for hauling and disposing of the waste materials deposited by WKEC in the Coleman WWTF prior to Closing in the Plant Wilson landfill at the time such alternative disposal is required. The aforementioned notice from Big Rivers shall set forth a description of the alternatives evaluated by Big Rivers, the alternative Big Rivers has selected to pursue, the estimated total, direct, out-of-pocket costs for carrying out the selected alternative by Big Rivers, and WKEC's share of the costs. WKEC's "share" of the costs to be reimbursed hereunder shall be the portion of the total, direct, out-of-pocket costs for carrying out the selected alternative which Big Rivers believes, in good faith, is properly allocable to WKEC given the nature of such alternative; provided however, in no event shall WKEC's "share" exceed the WKE Contribution Ratio. Upon reimbursement by WKEC to Big Rivers as provided herein, or in the event Big Rivers does not provide the written notice contemplated herein to WKEC within the above described 180 day period, (i) WKEC shall have no further responsibility or liability with respect to any material that may be remaining in the Coleman WWTF (whether or not originally deposited in the Coleman WWTF by WKEC), or that may have been or may be deposited in the Coleman WWTF after Closing, and (ii) Big Rivers shall indemnify and hold harmless WKEC from and against any claims, demands, losses, damages, liabilities, costs, expenses, obligations and deficiencies (including without limitation, any costs of corrective or remedial actions, fines, civil or criminal penalties, settlements or attorney's fees) that have been or may be suffered or incurred by WKEC with respect to any material that may be remaining in the Coleman WWTF (whether or not originally deposited in the Coleman WWTF by WKEC), or that may have been or may be deposited in the Coleman WWTF after Closing. The covenants and agreements set forth in this Section 6 are covenants and agreements of the type contemplated in Subsection 15.3(e) of the Termination Agreement.

7. **SUBSECTION 15.3(e).** The Parties hereby amend the Termination Agreement to include a new Schedule 15.3(e) thereto, which new Schedule 15.3(e) shall be in the form

attached to this Third Amendment as Appendix B ("*Schedule 15.3(e)*"). From and after the date hereof (and with the exception of the indemnification and hold harmless covenants and agreements set forth on that new Schedule 15.3(e) or in Sections 3, 4 and 5 of this Third Amendment), in the event the Parties desire to agree in writing on one or more additional mutually-satisfactory indemnification and hold harmless covenants, risk allocation covenants or other covenants, agreements, representations or warranties of the type(s) contemplated in Subsection 15.3(e) of the Termination Agreement, such additional covenants, agreements, representations and/or warranties need not be set forth in one or more amendments or addenda to the Termination Agreement as contemplated in that Subsection 15.3(e), but rather may be implemented by the mutual written agreement of the Parties (specifically referring to Schedule 15.3(e)) to substitute a new Schedule 15.3(e) for the Schedule 15.3(e) attached to this Third Amendment, so that it includes such additional covenants, agreements, representations and/or warranties. The covenants and agreements set forth in Schedule 15.3(e) (including any future substitutions therefor) shall be deemed for all purposes to be covenants and agreements of the type contemplated in Subsection 15.3(e) of the Termination Agreement. The provisions of this Section 7 and of Schedule 15.3(e) (including any future substitutions therefor) shall be deemed for all purposes of the Termination Agreement to be included in and a part of Section 15.3 of the Termination Agreement, as contemplated in Subsection 15.3(e) of the Termination Agreement, and all provisions of this Section 7 and of Schedule 15.3(e) shall be and remain subject to the last sentence of that Subsection 15.3(e).

8. **SECTION 15.4.** Notwithstanding anything to the contrary set forth in Section 15.4 of the Termination Agreement or elsewhere in that agreement, the Parties agree that following the date of this Third Amendment they need not amend that Section 15.4 or any other provision of the Termination Agreement in order to add one or more Secondary Conditions to Schedule 15.4 of the Termination Agreement (thereby rendering such Secondary Condition(s) the subject of the covenants and agreements set forth in that Section 15.4). Rather, the Parties may by mutual written agreement (specifically referring to Schedule 15.4) substitute a new Schedule 15.4 for the Schedule 15.4 attached to the Termination Agreement (which continues to be intentionally left blank by the Parties as of the date of this Third Amendment) at any time following the date hereof.

9. GREEN RIVER DREDGING PROCESS AT WILSON STATION. From and after the date of this Third Amendment through the Closing (or the earlier termination of the Termination Agreement), WKEC agrees to continue to maintenance dredge the Green River adjacent to Wilson Station (at such times as WKEC shall deem appropriate, consistent with Prudent Utility Practice) in a manner and using methods consistent with the past practices of WKEC. As of the Closing, WKEC shall ensure that no material amount of Green River sediment that was dredged by WKEC since the Effective Date is still located at any sediment stockpile on the east bank of the Green River adjacent to Wilson Station.

10. CLEAN-OUT OF PONDS. The Parties agree that, as additional conditions precedent to Big Rivers' obligation to consummate the transactions contemplated in the Termination Agreement at the Closing (but not as a covenant or agreement on the part of WKEC), WKEC must clean out each of the ponds identified below in a manner consistent with WKEC's previous practices and to the reasonable satisfaction of Big Rivers:

10.1 The metal cleaning waste pond at Sebree Complex that was sampled by the Environmental Consultant at point SD-1;

10.2 The settling pond associated with controlling runoff from the stack-out pad and areas around the FGD waste handling system, commonly known as the CSI Building, at the Sebree Complex, which was sampled by the Environmental Consultant at point SD-2 (the outfall from which is identified as KPDES Discharge Point 011);

10.3 The coal pile runoff pond at Coleman Station that was sampled by the Environmental Consultant at point SD-2;

10.4 The wastewater ponds at Wilson Station, which were sampled by the Environmental Consultant at points SD-1, SD- 2 and SD-3; and

10.5 The Reid Station ash pond, but limited, in the case of that pond and WKEC's obligation to clean out the same under this Section 10, to the removal of materials sufficient to provide Big Rivers thirty (30) days of capacity in that pond following the Closing, assuming normal operations of Station Two and Plant Reid following the Closing consistent with the past practices of WKEC.

11. CLEANUP OF SURFACE SPILLS. As an additional condition to the Closing (but not as a covenant or agreement on the part of WKEC), WKEC shall clean up and remove all visible surface staining resulting from the spills identified on Appendix E attached hereto. As a condition to the Closing only, such areas shall be excavated to remove all visually detectable evidence of contamination and, upon Big Rivers' request, the adequacy of the removal shall be demonstrated by post-excavation sampling (for target contaminants involved in the release) indicating that residual levels of contamination, if any, meet the USEPA Region IX Preliminary Remediation Goals for industrial property or such other standards for industrial property as may be satisfactory to the Kentucky Energy and Environment Cabinet. Excavations shall be backfilled with clean fill, and removed soil shall be disposed of lawfully off-site, or at an on-site location approved by Big Rivers (which approval shall not be unreasonably withheld, conditioned or delayed). Any other surface staining identified by Big Rivers to WKEC in writing prior to Closing shall, upon Big Rivers' request and as an additional condition to the Closing (but not as a covenant or agreement on the part of WKEC), be excavated and removed in accordance with the procedures and requirements of this Section 11.

12. AMENDMENT TO SUBSECTION 15.3(d)(x). Subsection 15.3(d)(x) of the Termination Agreement is hereby amended to be and read in its entirety as follows:

“(x) (1) the request from the Division of Waste Management dated December 12, 2006, to conduct a groundwater assessment of statistically significant increases in constituents in the groundwater adjacent to the special waste landfill at the Green Plant, but only to the extent those increases occurred from the Effective Date through the Closing Date; or (2) actions required to comply with the groundwater assessment requirements of 401 KAR 45:160 or 401 KAR 48:300, as applicable, as a result of groundwater monitoring reports indicating above background concentrations of constituents in the groundwater which are attributable to migration, occurring from the Effective Date through the Closing Date, from ash ponds at the Coleman and Wilson Plants and Sebree Complex;”

13. EXHIBIT S. Exhibit S to the Termination Agreement is hereby amended to add the following additional agreements, instruments and documents at the end thereof, and new Exhibit S to the Termination Agreement in its entirety (as so amended) is attached to this Third Amendment as Appendix C:

35. All documents of conveyance, assignment and transfer as shall be required to transfer to Big Rivers at the Closing all of WKEC's rights, title and interests in and to all tow boats and other motorized vessels owned by WKEC (but excluding the "Barges" (as defined in Section 15 below)), including without limitation, any such documents as are required to be filed with the United States Coast Guard to effect that conveyance, assignment and transfer;

36. The Closing Memorandum among Big Rivers, WKEC, LEM and E.ON to be entered into as of the Closing and to be dated as of the Unwind Closing Date, evidencing certain agreements of the Parties with respect to the Closing or certain transactions relating to the Closing;

37. The letter agreement dated April 14, 2008, among the Parties, and relating to the capacity testing of the Generating Plants contemplated in Subsection 10.2(ee) of the Termination Agreement;

38. The First Amendment to Transaction Termination Agreement dated November 1, 2007, among the Parties, together with the related letter agreement among the Parties dated December 4, 2008;

39. The Second Amendment to Transaction Termination Agreement among the Parties dated June 19, 2008;

40. The Third Amendment to Transaction Termination Agreement among the Parties dated November 3, 2008;

41. The letter agreement dated April 17, 2008, among the Parties, setting the Scheduled Unwind Closing Date;

42. The letter agreement among Big Rivers, Alcan Primary Products Corporation, Century Aluminum of Kentucky General Partnership and E.ON, dated June 24, 2008, relating to the buy-out of Bank of America's defeased lease position by Big Rivers;

43. The letter agreement between Big Rivers and E.ON, dated June 24, 2008, relating to the buy-out of Bank of America's defeased lease position by Big Rivers;

44. The sublease to Big Rivers of the space leased by WKEC in the Soaper Building located in downtown Henderson, Kentucky;

45. The letter agreement between Big Rivers and E.ON dated September 26, 2008, relating to the treatment of certain costs associated with the buy-out of Philip Morris Capital Corporation's defeased lease position by Big Rivers; and

46. Any and all amendments to any of the other agreements or instruments identified in this Exhibit S that have been or may hereafter be implemented by the written agreement of the parties to such agreements or instruments.

Notwithstanding anything to the contrary set forth in the Termination Agreement or this Third Amendment, the Parties agree that following the date of this Third Amendment they need not amend the Termination Agreement in order to add one or more agreements, instruments or documents to Exhibit S of the Termination Agreement. Rather, the Parties may by mutual written agreement (specifically referring to Exhibit S of the Termination Agreement) substitute a new Exhibit S for the Exhibit S attached to this Third Amendment at any time following the date hereof.

14. AMENDMENT TO SUBSECTION 3.2(d). Subsection 3.2(d) of the Termination Agreement is hereby amended to delete from that Subsection the reference to “the two Farm Lease and Security Agreements, each dated March 1st, 2006, between LCC, LLC and (i) Steve and Rona Ogle and (ii) Sean Taylor, respectively”, and to replace the same with the following: “the two Farm Lease and Security Agreements, each dated March 1, 2008, between LCC, LLC and (i) Aaron Payne and (ii) Steve Ogle, respectively”.

15. BARGE PURCHASE. WKEC hereby agrees to sell and convey to Big Rivers at the Closing (but not before), and Big Rivers hereby agrees to purchase and accept from WKEC at the Closing, all (but not less than all) of the barges identified on Appendix F attached hereto (the “*Barges*”), for an aggregate purchase price payable by Big Rivers to WKEC at the Closing (in immediately available funds) equal to the net book value of the Barges for the month in which the Closing occurs, as reflected in the regular books of account of WKEC. Upon tender of the purchase price described above, WKEC shall execute and deliver to Big Rivers at the Closing such instruments of conveyance, assignment and transfer as shall be reasonably required in order for WKEC to transfer to and vest in Big Rivers of all of WKEC’s rights, title and interests in and to the Barges; provided, that the Barges shall be so conveyed and transferred to Big Rivers in “AS IS”, “WHERE IS” condition as of October 6, 2008, subject to reasonable wear and tear after such date and prior to Closing, and with no representation or warranty of any nature whatsoever, including without limitation, with no representation or warranty with respect to the condition or

state of repair of the Barges AND NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. WILSON STACK BUILD-UP RISKS.

(a) Following the Closing, and provided that Big Rivers complies with the provisions of Section 16(b) hereof, then WKEC shall comply with Sections 16(c) and 16(d) hereof, subject to the further requirements of Sections 16(e) and (f) hereof.

(b) Big Rivers shall cause Plant Wilson to be taken out of service for a period of seven (7) consecutive weeks (24 hours a day, seven days a week) ending prior to December 31, 2009 (the "*Minimum Outage*") it being understood by the Parties that such period of outage may be extended beyond the scheduled Minimum Outage for an additional period (the "*Outage Extension*," and collectively with the Minimum Outage, the "*Actual Outage Period*"). Big Rivers shall notify WKEC of the start date of the Minimum Outage at least sixty (60) days prior to the approximate date of commencement of the Minimum Outage. Big Rivers shall afford WKEC and its designated employees and contractors reasonable access, 24 hours a day, to Plant Wilson, to the operating and maintenance logs, data and information relating to Plant Wilson, and to the employees of Big Rivers relating to Plant Wilson, in each case throughout the period from and after the Unwind Closing Date through the expiration of the Actual Outage Period, for the purposes of allowing WKEC: (i) to continuously monitor and inspect the condition, operation and usage of the Plant Wilson stack wall, stack brick lining, stack foundation, stack support, stack breeching duct and other stack ductwork (collectively, the "*Wilson Stack*") and the Plant Wilson FGD facilities (but in each case with no obligation of Big Rivers to shut down Plant Wilson to accommodate those monitoring or inspection efforts); (ii) to reasonably prepare for and stage for the removal and cleaning work to be undertaken by WKEC as described below; (iii) solely during the entire period of the Minimum Outage (and, as necessary, any Outage Extensions made by Big Rivers in its sole discretion or requested by WKEC as contemplated below), to undertake and complete that removal and cleaning work; and (iv) to undertake any repair work of the types described below that may be required as contemplated below. Big Rivers shall make its Plant Wilson management personnel available to reasonably assist WKEC in WKEC's coordination and control of the contractors of WKEC to undertake the removal, cleaning and, as applicable, repair work contemplated below.

(c) (1) WKEC agrees to undertake and complete, during the Minimum Outage (and, if requested by WKEC, any Outage Extension), the removal and cleaning from the interior of the brick lining of the Wilson Stack (the "*Interior Lining*") of the build-up of FGD reagent, ash, moisture and other commingled materials that have accumulated on that lining and in the bottom of the stack through the start date of the Minimum Outage (the "*Build-Up Materials*"), at WKEC's sole cost and expense; provided, that the standards and procedures required to be followed or undertaken by WKEC (or its contractor) in performing that removal and cleaning work, and the extent or level to which the Build-Up Materials must be removed down to the Interior Lining, shall each be such as would be consistent with Prudent Utility Practice and with the standards and procedures of the generating plant stack cleaning industry generally in connection with similar facilities and consistent with Appendix G. The work under the preceding sentence shall be undertaken by WKEC on a 24 hours per day, 7 days per week, basis in order to expeditiously complete the work. WKEC shall begin such removal and cleaning work as soon after the Minimum Outage begins as is practicable, provided WKEC is given the notice of the start date of the Minimum Outage provided for in Subsection 16(b). WKEC shall oversee the removal and cleaning work while permitting Big Rivers' representative(s) to observe the condition of the cleaned stack lining on a regular basis so that any repair work required to be undertaken by WKEC under Subsection 16(c)(3) below can be promptly scheduled, initiated, completed and inspected in accordance with that Subsection; provided, that such observation by Big Rivers' representative(s) shall not unreasonably interfere with the removal, cleaning and repair work of WKEC. In the event the removal and cleaning work contemplated in this Subsection 16(c)(1) cannot be completed by WKEC during the Minimum Outage, then upon the written request of WKEC, Big Rivers agrees to extend that outage in order to accommodate the completion of that cleaning and removal work, which extension shall be an Outage Extension. If at least 48 hours prior to the expiration of the Minimum Outage or any Outage Extension requested by WKEC, WKEC shall not have notified Big Rivers in writing that it is requesting an Outage Extension or another Outage Extension during which to complete the removal, cleaning and, as applicable, repair work contemplated in this Subsection 16(c)(1) or in Subsection 16(c)(3) below, then WKEC shall be deemed to have declined that Outage Extension and to have instead (y) elected to request that Big Rivers return Plant Wilson to generating operation, and (z)

elected to complete that work at a subsequent outage of Plant Wilson, in each case as contemplated in Subsection 16(d)(4) below. If, during the Minimum Outage or any Outage Extension requested by WKEC, (i) Big Rivers notifies WKEC in writing (specifying the effective date of termination) that Big Rivers is terminating the Minimum Outage or any Outage Extension requested by WKEC, or (ii) Big Rivers shall materially breach Subsection 16(b) above, then the Parties agree that whatever work that was completed by WKEC at the completion of the shortened Minimum Outage or Outage Extension or as of the date of such material breach shall be deemed as the fulfillment of all of WKEC's obligations under this Subsection 16(c)(1), and Big Rivers shall be deemed as having accepted this work as complete and acceptable, and neither party shall have any further responsibility or liability to the other under Subsections 16(a), (b), (c), (d) and (e).

(2) If, following the Closing and prior to restart of Plant Wilson following the completion of the removal and cleaning of the Build-Up Materials contemplated in Subsection 16(c)(1) above and, as applicable, in Subsection 16(d)(4), any physical damage to the Wilson Stack shall occur as a direct consequence of one or more separations (each a "*Separation*") from the Interior Lining of the Wilson Stack of any portion(s) of the Build-Up Materials, howsoever caused, or as a consequence of the work conducted by WKEC to remove the Build-Up Materials, including the deposition of Build-Up Materials at the bottom of the stack (any such physical damage, a "*Damage Event*"), then WKEC shall promptly thereafter, at its sole cost and expense, undertake and complete a repair of that physical damage at the earliest practicable time consistent with Prudent Utility Practice. In the event such physical damage is discovered and such damage cannot be safely and/or economically repaired absent a shutdown of the generating operations of Plant Wilson, and in the event Big Rivers shall refuse in writing to so shut down those operations for a consecutive period of time reasonably sufficient for WKEC to undertake and complete that repair work, then WKEC shall not be obligated to undertake or complete that repair work until such time as the generating operations of Plant Wilson are so shut down for that reasonably sufficient period. Big Rivers agrees to notify WKEC immediately (to be confirmed in writing within 48 hours) following the occurrence of a Separation or Damage Event of which Big Rivers becomes aware, describing that Separation and any Damage Event to the extent known to Big Rivers in reasonable detail. Following the occurrence of any Damage Event, Big

Rivers shall afford WKEC and its consultants and advisors (at WKEC's risk and expense) a reasonable opportunity to inspect and photograph any resulting physical damage to the Wilson Stack, the associated Build-Up Materials causing that damage, and the Interior Lining of the Wilson Stack, in each case prior to any attempt by Big Rivers or its contractors to remedy that damage (which Big Rivers shall in any event not undertake without first giving WKEC notice thereof and a reasonable period of time and opportunity to repair the same as contemplated in this Subsection 16(c)(2)) or to remove the "Separated" Build-Up Materials; provided, that in the event WKEC so elects to inspect and/or photograph that damage, the associated Build-Up Materials and/or the Interior Lining of the Wilson Stack during a forced outage, or an unplanned outage requested by WKEC to inspect and photograph any resulting physical damage to the Wilson Stack, of Plant Wilson as contemplated above, the period of outage resulting from such activities by WKEC or its consultants or advisors at Plant Wilson (rounded up to the nearest whole hour) shall be added to the duration of the period for which WKEC is required to deliver replacement energy to Big Rivers as contemplated in Subsection 16(d)(2) below.

(3) During any cleaning and removal efforts by WKEC contemplated in Subsection 16(c)(1) and, as applicable, Subsection 16(d)(4), or during any inspection or repair efforts contemplated in Subsection 16(c)(2), Big Rivers shall observe and inspect the interior of the brick lining of the Wilson Stack for the purpose of assessing the condition of the brick lining. Big Rivers shall immediately notify WKEC of the nature, location and extent of any material deterioration in the physical condition of the Interior Lining of the Wilson Stack that was not reasonably observable or detectable prior to the cleaning and removal of the Build-Up Materials. WKEC shall schedule, undertake and complete a repair of that material deterioration consistent with Prudent Utility Practice, taking into consideration the age and historical usage of that brick lining generally (it being expressly agreed that WKEC shall not be obligated to repair that brick lining to "like new" condition, but only to repair that lining to the extent reasonably required to return it to a safe and functional condition with a remaining useful life approximately equal to that of a brick lining of similar age and historical usage).

(d) (1) During an Outage Extension requested by WKEC as contemplated in Subsection 16(c)(1) above, and so long as the failure of WKEC to complete the relevant removal

and cleaning work during the Minimum Outage is not the result of a breach by Big Rivers of Section 16(b) above or of the gross negligence or willful misconduct of Big Rivers or its employees, agents or contractors, WKEC shall, or shall cause an Affiliate to, sell and deliver to Big Rivers (at any point of interconnection to the Big Rivers' transmission system, where available to deliver energy to Big Rivers' member load, satisfactory to WKEC) an amount of replacement energy equal to 418 MW per hour for the number of hours during which Plant Wilson is not capable of any generating operations solely by reason of that requested Outage Extension. Subject to Subsection 16(d)(4) below, Big Rivers shall pay a purchase price equal to the lower of (y) WKEC's actual cost for such replacement energy or (z) the product of \$18.50 per MWh multiplied by the volume (in MWh) of such replacement energy, which shall be immediately due and payable within 30 days after the invoice is delivered to Big Rivers following the delivery of such energy. If for any reason replacement energy scheduled by WKEC to a particular interconnection point is cut, WKEC shall reschedule the cut energy at an alternative interconnection point. WKEC may not declare a Force Majeure for failure to deliver replacement energy. WKEC shall reimburse Big Rivers for any costs above \$18.50 per MWh (or, for replacement energy to be delivered during the "Cumulative Interruption Period" (as defined in Subsection 16(d)(4) below) under the circumstances described in the first sentence of that Subsection 16(d)(4), above an average cost of \$58.50 per MWh) that Big Rivers incurs to procure replacement energy required to be delivered by WKEC hereunder and that WKEC fails to deliver.

(2) Except during the Minimum Outage, during any Outage Extension requested by WKEC, and during any subsequent outage of the type contemplated in Subsection 16(d)(4), if a Damage Event contemplated in Subsection 16(c)(2) above shall occur that prevents all generating operations of Plant Wilson from occurring without risk of injury to personnel or further damage to Plant Wilson (i.e., that causes a forced outage or an unplanned outage that is requested by WKEC of Plant Wilson, as opposed to an elective outage by Big Rivers of Plant Wilson), then WKEC shall, or shall cause its Affiliate to, sell and deliver to Big Rivers (at any point of interconnection to the Big Rivers' transmission system, where available to deliver energy to Big Rivers' member load, satisfactory to WKEC) an amount of replacement energy equal to 418 MW per hour for the number of hours during which Plant Wilson is not capable of

any generating operations solely by reason of the Damage Event or the repair work by WKEC required hereunder to address the Damage Event. Big Rivers shall pay a purchase price equal to the lower of (y) WKEC's actual cost for such replacement energy or (z) the product of \$18.50 per MWh multiplied by the volume (in MWh) of such replacement energy, which shall be immediately due and payable within 30 days after the invoice is delivered to Big Rivers following the delivery of such energy. Notwithstanding the foregoing, WKEC shall have no obligation to, nor any obligation to cause its Affiliate to, deliver replacement energy to Big Rivers pursuant to this Subsection 16(d)(2) for any periods during which WKEC's efforts to repair any physical damage to the Wilson Stack as contemplated in Subsection 16(c)(2) above shall be prevented or delayed as a result of a breach by Big Rivers of Section 16(b) above or of the gross negligence or willful misconduct of Big Rivers or its employees, agents or contractors. If for any reason replacement energy scheduled by WKEC to a particular interconnection point is cut, WKEC shall reschedule the cut energy at an alternative interconnection point. WKEC may not declare a Force Majeure for failure to deliver replacement energy. WKEC shall reimburse Big Rivers for any costs above \$18.50 per MWh that Big Rivers incurs to procure replacement energy required to be delivered by WKEC hereunder and that WKEC fails to deliver.

(3) During any portion of an outage required solely for the purpose of repairing any material deterioration contemplated in Subsection 16(c)(3) above, WKEC shall sell and deliver to Big Rivers (at any point of interconnection to the Big Rivers' transmission system, where available to deliver energy to Big Rivers' member load, satisfactory to WKEC) an amount of replacement energy equal to 418 MW per hour for the number of hours during which Plant Wilson is not capable of any generating operations by reason of that required outage. Subject to Subsection 16(d)(4) below, Big Rivers shall pay a purchase price equal to the lower of (y) WKEC's actual cost for such replacement energy or (z) the product of \$18.50 per MWh multiplied by the volume (in MWh) of such replacement energy, which shall be immediately due and payable within 30 days after the invoice is delivered to Big Rivers following the delivery of such energy. Notwithstanding the foregoing, WKEC shall have no obligation to, nor any obligation to cause its Affiliate to, deliver replacement energy to Big Rivers pursuant to this Subsection 16(d)(3) for any periods during which WKEC's efforts to repair any material deterioration of the Interior Lining as contemplated in Subsection 16(c)(3) above shall be

prevented or delayed as a result of a breach by Big Rivers of Section 16(b) above or of the gross negligence or willful misconduct of Big Rivers or its employees, agents or contractors. If for any reason replacement energy scheduled by WKEC to a particular interconnection point is cut, WKEC shall reschedule the cut energy at an alternative interconnection point. WKEC may not declare a Force Majeure for failure to deliver replacement energy. WKEC shall reimburse Big Rivers for any costs above \$18.50 per MWh (or, for replacement energy to be delivered during the "Cumulative Interruption Period" (as defined in Subsection 16(d)(4) below) under the circumstances described in the first sentence of Subsection 16(d)(4), above an average cost of \$58.50 per MWh) that Big Rivers incurs to procure replacement energy required to be delivered by WKEC hereunder and that WKEC fails to deliver.

(4) Notwithstanding anything contained in Subsection 16(d)(1) or 16(d)(3) to the contrary, in the event, during the Minimum Outage or any Outage Extension requested by WKEC, WKEC is rendered incapable for one or more periods of time, each of at least four consecutive hours in duration (each an "Interruption Period"), of performing the removal, cleaning or, as applicable, repair work contemplated in Subsection 16(c)(1) or 16(c)(3) above by reason of the actions or omissions of Big Rivers or its employee(s), agent(s) or contractor(s) which constitute negligence, but such actions or omissions did not constitute gross negligence or willful misconduct on the part of Big Rivers or such employee(s), agent(s) or contractor(s), and in the event as a result of the cumulative total of such Interruption Period(s), WKEC is not able to complete all such removal, cleaning and, as applicable, repair work during the Minimum Outage or that Outage Extension, then Big Rivers' cost for replacement energy delivered by WKEC, or its Affiliate, to Big Rivers during the first 168 hours of that Outage Extension necessary to make up the cumulative total of such Interruption Periods (such cumulative periods, up to a maximum of 168 hours, being referred to herein as the "*Cumulative Interruption Period*") shall be the lower of (y) WKEC's actual cost for such replacement energy or (z) the product of \$58.50 per MWh multiplied by the volume (in MWh) of such replacement energy. WKEC agrees to consult with Big Rivers with a view toward locating least cost sources for replacement energy to be delivered under the circumstances contemplated in this Subsection 16(d)(4). Big Rivers agrees to use its reasonable best efforts to return Plant Wilson to generating operation promptly following the request of WKEC made at the end of the Minimum Outage or

at any time during the Outage Extension contemplated above; provided, that in the event, as of such request by WKEC, all removal, cleaning and/or repair work required to be undertaken and completed by WKEC has not been so completed by WKEC in accordance with Subsection 16(c)(1) or 16(c)(3) above, then WKEC agrees to complete the removal, cleaning and, as applicable, repair work of areas of the Interior Lining not cleaned or repaired by it during the Minimum Outage or that Outage Extension at a subsequent outage of Plant Wilson of sufficient duration to permit WKEC to complete the remaining removal, cleaning and, as applicable, repair work, but with no obligation on the part of WKEC to provide Big Rivers any replacement energy during that subsequent outage absent the agreement of WKEC to the contrary; and provided further, that such removal, cleaning and, as applicable, repair work during that subsequent outage shall be conditioned (i) on the fulfillment by Big Rivers of its covenants and agreements in Subsection 16(b) (exclusive of the first sentence of that Subsection) during the period following the Minimum Outage or the Outage Extension described above through that subsequent outage as though the provisions of Subsection 16(b) were originally applicable to that period and to that subsequent outage, and (ii) on that subsequent outage being of a duration reasonably sufficient for WKEC to complete that removal and cleaning work. In the event WKEC shall believe that an action or omission on the part of Big Rivers or its employee, agent or contractor constituting negligence shall have caused a failure of WKEC to complete the removal, cleaning or, as applicable, repair work contemplated in Subsection 16(c)(1) or 16(c)(3) during the Minimum Outage or the Outage Extension contemplated above, WKEC shall promptly notify Big Rivers of the circumstances leading to that belief, and the Parties shall immediately thereafter consult and attempt to mutually agree on the best course of action for promptly eliminating the impediment such that WKEC's work can be completed during the remainder of the Minimum Outage or the Outage Extension contemplated above.

(e) (1) In the absence of a breach by WKEC of its removal and cleaning commitment set forth in Subsection 16(c)(1), Big Rivers shall not attempt to remove or clean any Build-Up Materials from the Interior Lining of the Wilson Stack at any time following the Closing through the completion of the Minimum Outage or any Outage Extension requested by WKEC, without the prior written consent of WKEC; provided, that the foregoing shall not

prevent Big Rivers from removing any Build-Up Materials that may completely "Separate" from the Interior Lining of the Wilson Stack.

(2) Notwithstanding anything to the contrary set forth in Section 16.4(b) of the Termination Agreement, the repair obligations, removal and cleaning obligations and energy sales obligations of WKEC provided for in this Section 16, and any costs and expenses associated with the same, shall be excluded for all purposes from (and from any limitation or calculation contemplated in) the first sentence of Section 16.4(b) of the Termination Agreement. The covenants and agreements of WKEC set forth in this Section 16 are in lieu of any other indemnification, defense, hold harmless, assumption, payment or reimbursement commitments or undertakings on the part of WKEC or LEM set forth elsewhere in the Termination Agreement or in any other Definitive Document with respect to Damage Events contemplated in this Section 16.

(f) WKEC shall indemnify and hold Big Rivers harmless from any loss, damage, cost, expense, claim and liability suffered or incurred in connection with the physical injury to any person due to a Damage Event, or resulting from or occurring in connection with the cleaning and removal work conducted by WKEC, its employees, agents and contractors pursuant to Section 16(c)(1) hereof, in each case occurring prior to an early termination of the Minimum Outage or the Outage Extension (as applicable) by Big Rivers as contemplated in Subsection 16(c)(1) above and not caused by the negligence or willful misconduct of Big Rivers or its employees, agents or contractors.

17. PAYMENT FOR CERTAIN COSTS. Upon the termination of the Termination Agreement in accordance with its terms at any time prior to a Closing (but not in the event a Closing occurs), WKEC shall remit and pay to Big Rivers in immediately available funds the amount of One Hundred Thousand Dollars (\$100,000.00), in consideration of certain administrative and personnel costs theretofore or thereafter to be undertaken or incurred by Big Rivers. The provisions of this Section 17 shall survive the termination of the Termination Agreement for any reason and shall continue to be binding upon WKEC and to inure to the benefit of Big Rivers.

18. **AMENDMENT TO SECTION 8.2.** Consistent with the second sentence of Subsection 8.2(a)(ii) of the Termination Agreement, Section 8.2 of the Termination Agreement is hereby further amended to substitute Schedule 8.2 attached to this Third Amendment for and in place of the Schedule 8.2 referred to in Section 8.2 of the Termination Agreement and established pursuant to the First Amendment to Transaction Termination Agreement dated as of November 1, 2007, among the Parties (the "*First Amendment*").

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

"During 2007, 2008 and 2009, and provided Big Rivers funds the Big Rivers Contributions for 2007, 2008 and 2009 in accordance with the relevant Operative Document(s), WKEC shall spend not less than ninety percent (90%) of the cumulative total of the amounts (collectively, the "*Scheduled Amounts*") set forth on Schedule 12.2(a)(vi) through and including the Closing Month (pro-rated as contemplated below) for Non-Incremental Capital Costs and Henderson Non-Incremental Capital Costs."

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

20. **CERTAIN POTENTIAL RECEIPTS BY BIG RIVERS.** In recognition that the Termination Payment to be made by WKEC to Big Rivers at the Closing will include an amount the purpose of which is to reimburse Big Rivers for certain costs incurred by it in connection with the September 30, 2008, termination of each of the three leveraged lease transactions between Big Rivers and Bluegrass Leasing, among other parties (the "*PMCC Termination Transaction*"), Big Rivers hereby represents and warrants to E.ON, WKEC and LEM that no agreements, documents, instruments or other arrangements exist with any Person for the reimbursement of or contribution to Big Rivers with respect to the amounts paid or payable by Big Rivers or on its behalf in connection with the PMCC Termination Transaction (including,

without limitation, amounts paid by Big Rivers or on its behalf in respect of "Lessor Consideration", as defined in the Omnibus Termination Agreement dated September 30, 2008, among Big Rivers, Bluegrass Leasing and other parties). In the event Big Rivers or any of its affiliates receives any reimbursement or other payment in connection with the PMCC Termination Transaction (including, without limitation, any contribution to the Lessor Consideration (other than the contribution by WKEC described above and other than proceeds received by Big Rivers from its three member distribution cooperatives, including in connection with the rates to be charged by Big Rivers to its three member distribution cooperatives, including the rates chargeable by Big Rivers to Kenergy Corp. for resale to the Smelters), and in the event such amounts received by Big Rivers or its affiliate(s) have not been contributed toward the Lessor Consideration, then Big Rivers hereby agrees to promptly pay fifty percent (50%) of such amount to WKEC.

21. SOLID FUEL STOCK INVENTORY LEVELS. (a) Section 10.3 of the Termination Agreement is hereby amended by adding the following condition precedent as a new Subsection 10.3(rr) thereto:

(rr) Solid Fuel Stock Inventory Levels. The quantities of Solid Fuel Stock constituting Inventory (as determined in accordance with Section 4.1) for each Generating Plant as of the date of Closing shall be at least an amount (on a Btu basis) equal to the following:

Generating Plant	Solid Fuel Stock Inventory Amount as of Closing (in GBtus)
Plant Wilson	2,791*
Plant Green	3,389**
Station Two/Plant Reid	2,142
Plant Coleman	3,156

*The amount of Petcoke included for purposes of determining the Solid Fuel Stock Inventory Amount above for Plant Wilson pursuant to this subsection 10.3(rr) will not exceed 50% on a Btu basis.

**The amount of Petcoke included for the purposes of determining the Solid Fuel Stock Inventory Amount above for Plant Green pursuant to this Subsection 10.3(rr) will not exceed 40% on a Btu basis.

For purposes of determining the Solid Fuel Stock Inventory Amount as of the date of Closing for each Generating Plant under this Subsection 10.3(rr), the following categories of Solid Fuel Stock shall be included:

1. all Solid Fuel Stock constituting Inventory located at such Generating Plant on September 30, 2008 which is still located at such Generating Plant on the date of Closing (the quantities of which shall be determined in accordance with Subsection 4.1(a));

2. all Solid Fuel Stock constituting Inventory at such Generating Plant which is delivered to such Generating Plant between September 30, 2008 and the date of Closing, and is still located at such Generating Plant (or is inventory in transit pursuant to Section 4.1 (a)) on the date of Closing (the quantities of which shall be determined in accordance with Section 4.1(a)), but only to the extent such deliveries (or inventory in transit) are attributable to a written contract to which WKEC is a party and either (i) was in existence as of September 30, 2008, or (ii) that is related to or results from WKEC's solicitation for bids which were received by WKEC in September 2008 (a copy of which having been provided to Big Rivers);

3. all Solid Fuel Stock constituting Inventory at such Generating Plant which is delivered to such Generating Plant between September 30, 2008 and the date of Closing, and is still located at such Generating Plant (or is inventory in transit pursuant to Section 4.1 (a)) on the date of Closing (the quantities of which shall be determined in accordance with Section 4.1(a)), but only to the extent such Solid Fuel Stock (i) is attributable to a written contract (other than a contract described in clause 2) above), and (ii) such Solid Fuel Stock delivered in connection with the contract meets or exceeds the following specifications for the relevant Generating Plant:

	Coleman	Wilson	Green	Station Two/Reid
Moisture (max.) (lbs./MMBtu)	14.50	14.50	14.50	14.00
Ash (max.) (lbs./MMBtu)	12.00	15.00	17.00	11.00
Sulfur (max.) (lbs./MMBtu)	3.25	3.75	4.00	2.60
BTU/lb. (min.)	11,000	10,200	10,200	11,200

(b) Section 4.2 of the Termination Agreement is hereby amended by adding the following paragraph as a new paragraph:

Notwithstanding anything in this Section 4.2 to the contrary, if WKEC enters into a New Non-Solicitation Fuel Contract (as such term is defined below), and the delivered cost of Solid Fuel Stock under such New Non-Solicitation Fuel Contract is in excess of \$3.44 per MMBtu, then WKEC shall make an adjustment at Closing with respect to the value of the Solid Fuel Stock to be included in the Inventory Value (as contemplated in the first sentence of this Section 4.2) to reflect that the delivered cost of Solid Fuel Stock delivered pursuant to such New Non-Solicitation Fuel Contract (and included in such value) is deemed to be \$3.44 per MMBtu. For purposes of this paragraph, the term "New Non-Solicitation Fuel Contract" shall mean a written contract for the procurement of Solid Fuel Stock, entered into by WKEC between September 30, 2008 and the date of the Closing, that is not related to nor resulting from WKEC's solicitation for bids which were received by WKEC in September 2008 (a copy of which having been provided to Big Rivers).

22. REAFFIRMATION. Except as amended or modified by this Third Amendment, the Termination Agreement shall continue in full force and effect from and after the date hereof in accordance with its terms.

[Signatures appear on the following page]

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

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Name: Mark A. Bailey
Title: President/CEO

LG&E ENERGY MARKETING INC.

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

WESTERN KENTUCKY ENERGY CORP.

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

GUARANTOR'S CONSENT

FOR VALUE RECEIVED, the undersigned, E.ON U.S. LLC, a Kentucky limited liability company ("E.ON"), hereby consents to the Third Amendment to Transaction Termination Agreement to which this consent is appended (the "Third Amendment"), which Third Amendment amends the Transaction Termination Agreement dated as of March 26, 2007, as amended (the "Termination Agreement"), among Western Kentucky Energy Corp. ("WKEC"), LG&E Energy Marketing Inc. ("LEM") and Big Rivers Electric Corporation ("Big Rivers"). The undersigned further agrees that the Termination Agreement as so amended (and the obligations of WKEC and LEM thereunder) shall continue to be the subject of that certain Guarantee dated as of March 26, 2007, from E.ON in favor of Big Rivers in accordance with its terms.

WITNESS the signature of the undersigned as of this 3rd day of November, 2008.

E.ON U.S. LLC

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

LOU: 3050593 2

APPENDIX A

SCHEDULE 15.3(d) TO THE TERMINATION AGREEMENT

Schedule 15.3(d)

1. May 31, 2007 spill of Turbine Lube Oil in the area by the auxiliary boiler feed pumps at Wilson Plant to the extent not remediated prior to the Closing.
2. June 16, 2007 spill of diesel fuel oil from underground piping into the sewage piping system at Wilson Plant to the extent not remediated prior to the Closing.
3. March 12, 2008 spill of power line chemical biocide materials at the cooling towers at Wilson Plant to the extent not remediated prior to the Closing.
4. May 19, 2008 spill of lube oil from #1 ID fan at Wilson Plant to the extent not remediated prior to the Closing.
5. April 21, 2007 spill of EHC fluid at the Green 1 EHC Unit at the Sebree Complex to the extent not remediated prior to the Closing.
6. September 22, 2007 spill of oil from the Green 2 step-up transformer at the Sebree Complex to the extent not remediated prior to the Closing.
7. September 30, 2007 spill of FGD thickener material from the Green 2 scrubber system at the Sebree Complex to the extent not remediated prior to the Closing.
8. October 23, 2007 spill of turbine lube oil from the Henderson 2 lube oil coolers at the Sebree Complex to the extent not remediated prior to the Closing.
9. April 14, 2008 spill of turbine lube oil from the Green 2 turbine lube oil reservoir at the Sebree Complex to the extent not remediated prior to the Closing.
10. August 15, 2007 spill of oil from the Coleman 2 main step-up transformer at the Coleman Plant to the extent not remediated prior to the Closing.
11. May 12, 2008 spill of turbine lube oil from the Coleman 1 turbine at the Coleman Plant to the extent not remediated prior to the Closing.
12. Notice of Violation received from the Division of Water on May 31, 2007, for excursions of TSS at the Sebree Complex;
13. Notice of Violation received from the Division for Air Quality on August 2, 2007, for exceedance of the Opacity Standard at the Reid 1 facility;
14. Notice of Violation received from the Division for Air Quality on August 3, 2007, for exceedances of the Opacity Standard at each unit at the Coleman facility;

15. Notice of Violation received from the Division of Water on March 4, 2008, for excursions of TSS at the Sebree Complex;

16. Notice of Deficiency received from the Division of Water on April 16, 2008, for errors in the Monthly Operating Report of the public water system at Wilson Plant;

17. Radiation exposure of personnel entering precipitator hoppers at the Wilson Station due to the failure of protective shutters on nuclear gauges to close (including five contractor personnel who may have experienced radiation exposure during the March 12, 2008 through March 13, 2008 period), and the related Notice of Violation received from the Radiation Health Branch on July 10, 2008;

18. Releases of petroleum or hazardous materials resulting from the sinking of the motor vessel Miss Debbie (Official Number 569023) on December 30, 2007, to the extent not remediated prior to the Closing;

19. Any complaints received during the period from the Execution Date through the Closing from any persons or entities (other than Big Rivers or any Member Cooperative) regarding particulate matter and plume impacts from the Wilson Plant that occurred at any time from the Execution Date through the Closing;

20. Any Notices of Violation received from the Division of Water following November 3, 2008 to the extent relating to excursions of pH or TSS at Sebree Complex occurring prior to the Closing;

21. Any noncompliances with existing reporting and recordkeeping protocols at the Sebree, Wilson, and Coleman Facilities under the Toxic Chemical Release Inventory (TRI) program from the Effective Date through the Closing relating to omission of metal releases from use of steel balls in stoker ball mills in the TRI reports; potential lack of certain release reporting back-up documentation; and potential inaccurate descriptions of materials as being "otherwise used" on Form R Reports; and

22. Any noncompliances with existing reporting and recordkeeping protocols under the Risk Management Planning (RMP) program at the Sebree and Wilson Facilities for ammonia and chlorine management from the Effective Date through the Closing relating to missing annual certifications that operating procedures are current and accurate; potential lack of documentation of management of change process information and mechanical integrity requirements; potential lack of triennial audit documentation; potential lack of coordination with local community emergency response plan; and potential deviations from operating procedure letters.

APPENDIX B

SCHEDULE 15.3(e) TO THE TERMINATION AGREEMENT

Schedule 15.3(e)

1. Wilson and Green Coal Conveyor Dust Collection Systems. Following the Closing, but subject to the limitations provided for below, WKEC shall indemnify and hold harmless Big Rivers from and against any and all fines and/or civil or criminal penalties that may be imposed or assessed against Big Rivers following the Closing under any applicable Environmental Law to the extent, but only to the extent, such fines and/or civil or criminal penalties resulted from or arose out of any failure of the coal conveyor dust collection system of Plant Green or Plant Wilson to comply with any Title V Permit condition during the period from the Effective Date through and including the date which is two hundred seventy (270) days following the Unwind Closing Date, solely by reason of the inoperability of any portion or component of that coal conveyor dust collection system during that same period, but then only to the extent Big Rivers has, throughout the 270-day period described above, maintained that coal conveyor dust collection system in the same general condition and state or repair as existed on the Unwind Closing Date, other than for such modifications, repairs and/or replacements of that system (or any components thereof) during that period by Big Rivers as are intended or designed to improve the operability, reliability or functionality of that system.

2. Indemnities for Groundwater Assessment Requirements.

(a) Notwithstanding anything to the contrary set forth elsewhere in this Third Amendment, in the Termination Agreement or in any other Definitive Document, and in lieu of any other indemnification, hold harmless or cost sharing covenants or other relief therefor set forth or contemplated elsewhere in this Third Amendment, in the Termination Agreement or in any other Definitive Document (but subject to the limitations contemplated in this Section 2), following the Closing WKEC and Big Rivers shall share responsibility (in the percentages set forth in Subsection (b) below) for any and all claims, demands, losses, damages,

liabilities, costs, expenses, obligations and deficiencies (including without limitation, costs of corrective or remedial actions, fines, civil or criminal penalties, settlements and attorneys fees) that may following the Closing be suffered or incurred by WKEC, Big Rivers and their respective Affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, or any of them (collectively, the "*Applicable Costs*"), resulting from or arising out of any written requirement under Environmental Law (other than the letter identified in Subsection 15.3(d)(x) of the Termination Agreement) by the Kentucky Division of Waste Management ("*KDWM*") for WKEC or Big Rivers to conduct a groundwater assessment of statistically significant increases in constituents in the groundwater adjacent to the special waste landfills at Plant Wilson or Plant Green, but only to the extent:

(i) the constituent at issue was detected in the groundwater by the Environmental Consultant in the Supplemental UEA Additional Groundwater Evaluation dated July 7, 2008 (being part of the Unwind Environmental Audit Report) for the Plant at issue, the concentration of that contaminant increased significantly since the audit that resulted in the Baseline Environmental Audit Report, and the concentration of that constituent was detected in the groundwater above Maximum Contaminant Levels or Region 9 Preliminary Remediation Goals for industrial sites as those levels/goals existed at that time; or

(ii) the constituents at issue are sulfates or chlorides; and

(iii) the constituent(s) so identified in subparagraph (i) or (ii) that is the subject of the requirement has statistically increased further in the groundwater adjacent to the special waste landfills at Plant Wilson or Plant Green between the Unwind Closing Date and the fifth (5th) anniversary of that date, to a level which *either* then violates one or more Environmental Laws as in force and effect as of the Closing *or* is then required to be remedied or otherwise addressed by one or more Environmental Laws as in force and effect as of the Closing (but then only

to the extent the same are so required to be remedied or addressed under Environmental Laws as in force and effect as of the Closing).

(b) Following the Closing, WKEC shall be responsible under this Section 2 for funding twenty percent (20%) of all Applicable Costs, and Big Rivers shall be responsible under this Section 2 for funding eighty percent (80%) of all Applicable Costs. In the event a Governmental Entity or other Person provides notice to Big Rivers alleging a claim, demand, violation or other deficiency which could give rise to an Applicable Cost, Big Rivers shall provide written notice thereof (together with a copy of any related written correspondence received from that Governmental Entity or Person) to WKEC within ten (10) business days thereafter in accordance with Section 18.4 of the Termination Agreement. Within twenty (20) business days of receipt of such notice, WKEC may notify Big Rivers that WKEC will participate in the Defense of or concerning any such claim, demand, violation or other deficiency in the manner contemplated in Section 16.6. Regardless of whether WKEC exercises its right hereunder to participate in the Defense of or concerning any such claim, demand, violation or other deficiency, Big Rivers and WKEC shall reasonably cooperate in good faith in opposing and defending against any such claim, demand, violation or other deficiency. Big Rivers and WKEC shall use their respective commercially reasonable efforts to minimize the Applicable Costs that are incurred.

(c) The provisions of this Section 2 shall be deemed for all purposes of the Termination Agreement to be included in and a part of Section 15.3 of the Termination Agreement, but shall not be subject to the last sentence of Section 15.3(e) of the Termination Agreement. Notwithstanding the foregoing provisions of this Section 2, the obligation of a Party to pay or fund its percentage share of Applicable Costs pursuant to this Section 2 shall only apply to the extent the relevant written requirement by the KDWM described above (or the statistically significant increase(s) in constituent(s) identified in that written requirement) is (or are) made the subject of a written claim for such payment or funding under

this Section 2 from the other Party delivered prior to the sixtieth (60th) day following the fifth (5th) anniversary of the Unwind Closing Date, but then only to the extent that claiming Party believes in good faith that the criteria for such payment or funding obligation set forth above have been satisfied (the "*Claim Deadline*"). Notwithstanding anything contained in this Section 2 to the contrary, in the event a Party (the "*First Party*") shall assert a claim against the other Party (the "*Second Party*") for payment or funding under this Section 2 at any time within thirty (30) days of the Claim Deadline, the period of time contemplated in the preceding sentence by which the Second Party must assert a claim against the First Party on the basis of any fact, event, circumstance which is the subject of that claim by the First Party shall be extended to the thirtieth (30th) day following the Claim Deadline. The covenants contemplated or contained in this Section 2 shall not apply to, and no Party shall be obligated hereunder for, any costs or expenses which constitute Incremental Environmental O&M, Henderson Incremental Environmental O&M, or costs or expenses for Capital Assets or Station Two Improvements that were or are necessary to comply with any requirement of any Environmental Law or any environmental regulatory authority.

3. Indemnity Regarding SERC Audit. Following the Closing, WKEC shall indemnify and hold harmless Big Rivers from and against any and all fines and/or civil penalties that may be imposed or assessed against Big Rivers by the SERC Reliability Corporation ("SERC") in connection with an audit by SERC of WKEC (to be conducted on or about November 2008) to the extent, but only to the extent, such fines and/or civil penalties resulted from or arose out of any failure of WKEC to comply with North American Electric Reliability Corporation ("NERC") reliability standards applicable to the Leased Generators (but not Station Two) and required to be met by WKEC as a registered Generation Operator. In no event shall WKEC have any obligation to indemnify and hold harmless Big Rivers or have any other responsibility or liability whatsoever under or pursuant to this Section 3 in connection with or related to any NERC reliability standards which are required to be met by a registered entity other than a registered Generation Operator, including without limitation, WKEC shall have no

obligation or responsibility for any NERC reliability standards which are required to be met by a Balancing Authority, Load-Serving Entity, Planning Authority, Resource Planner, Transmission Owner, Transmission Operator, Interchange Authority, Transmission Planner or Transmission Service Provider.

APPENDIX C

EXHIBIT S TO TERMINATION AGREEMENT

EXHIBIT S

DEFINITIVE DOCUMENTS

1. Termination Agreement
2. Termination and Release
3. E.ON Guaranty
4. Inventory Bill of Sale
5. Personal Property Bill of Sale
6. Assignment and Assumption of Contracts
7. Intercreditor Agreement
8. Deed of Real Property (Central Lab parcel)
9. Deed of Real Property (Hancock County parcel)
10. Assignment of Owned Intellectual Property
11. License of Owned Intellectual Property
12. Information Technology Support Services Agreement
13. Assignment and Assumption of Permits
14. Conveyance of Allowances
15. Alcan Termination and Release
16. Century Termination and Release
17. Creditor Termination and Release
18. Station Two Termination and Release
19. Texas Gas Termination and Release
20. Transmission Agreement

21. Generation Dispatch Support Services Agreement
22. Assignment of Unemployment Reserve
23. Any Contract Counterparty Consents or other agreed forms of Assigned Contract Counterparty acknowledgments, releases and discharges that may be entered into as contemplated in Section 5.2.
24. The Assigned Contract Indemnity if any.
25. The letter agreement dated November 1, 2004, as amended, between Big Rivers and WKEC (as successor to WKE), and the related guaranty of even date therewith, as amended, from E.ON to and in favor of Big Rivers.
26. The letter agreement dated February 9, 2007, among Big Rivers, E.ON, Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, regarding the funding of certain consent fees.
27. The letter agreement dated February 9, 2007, among Big Rivers, E.ON, Alcan Primary Products Corporation and Century Aluminum of Kentucky General Partnership, regarding the funding of certain transaction costs.
28. The certificate of the Responsible Officer of Big Rivers contemplated in Section 10.2(a), and the certificate of the Responsible Officer of Big Rivers contemplated in Section 10.2(c).
29. The written acknowledgment regarding the Termination Payment contemplated in Section 10.2(z), and the written acknowledgment regarding the True-Up Payments contemplated in Section 10.2(aa).
30. The acknowledgment of Big Rivers contemplated in Section 10.2(hh).
31. The release and discharge contemplated in Section 10.2(ii) unless such release and discharge is accomplished pursuant to the agreements referred to in items 17 and 18 above.
32. The certificate of the Responsible Officer of each of the WKE Parties contemplated in Section 10.3(a), and the certificate of the Responsible Officer of the WKE Parties and E.ON contemplated in Section 10.3(c).
33. The Confidentiality Agreement dated April 26, 2004, as amended, between or among certain of the Parties and/or E.ON.
34. The written waiver of certain Member Cooperatives contemplated in Section 3.2(o).
35. All documents of conveyance, assignment and transfer as shall be required to transfer to Big Rivers at the Closing all of WKEC's rights, title and interests in

- and to all tow boats and other motorized vessels owned by WKEC (but excluding the "Barges" (as defined in Section 15 of the Third Amendment to Transaction Termination Agreement)), including without limitation, any such documents as are required to be filed with the United States Coast Guard to effect that conveyance, assignment and transfer;
36. The Closing Memorandum among Big Rivers, WKEC, LEM and E.ON to be entered into as of the Closing and to be dated as of the Unwind Closing Date, evidencing certain agreements of the Parties with respect to the Closing or certain transactions relating to the Closing;
 37. The letter agreement dated April 14, 2008, among the Parties, and relating to the capacity testing of the Generating Plants contemplated in Subsection 10.2(ee) of the Termination Agreement;
 38. The First Amendment to Transaction Termination Agreement dated November 1, 2007, among the Parties, together with the related letter agreement among the Parties dated December 4, 2008;
 39. The Second Amendment to Transaction Termination Agreement among the Parties dated June 19, 2008;
 40. The Third Amendment to Transaction Termination Agreement among the Parties dated November 3, 2008;
 41. The letter agreement dated April 17, 2008, among the Parties, setting the Scheduled Unwind Closing Date;
 42. The letter agreement among Big Rivers, Alcan Primary Products Corporation, Century Aluminum of Kentucky General Partnership and E.ON, dated June 24, 2008, relating to the buy-out of Bank of America's defeased lease position by Big Rivers;
 43. The letter agreement between Big Rivers and E.ON, dated June 24, 2008, relating to the buy-out of Bank of America's defeased lease position by Big Rivers;
 44. The sublease to Big Rivers of the space leased by WKEC in the Soaper Building located in downtown Henderson, Kentucky;
 45. The letter agreement between Big Rivers and E.ON, dated September 26, 2008, relating to the treatment of certain costs associated with the buy-out of Philip Morris Capital Corporation's defeased lease position by Big Rivers; and
 46. Any and all amendments to any of the other agreements or instruments identified in this Exhibit S that have been or may hereafter be implemented by the written agreement of the parties to such agreements or instruments.

* * * * *

APPENDIX D

FORM OF AGREED ORDER

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION FOR AIR QUALITY
DIVISION OF WATER
FILE NO. DOW-33299

IN RE: Western Kentucky Energy Corp.
P.O. Box 1518
Henderson, KY 42419
KYEIS I.D. #: 2109100003; AI #: 1640
Activity #: APE 20080001; and
KPDES No.: KY0054836; AI #: 3319
Activity #: 20040004

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Western Kentucky Energy Corp. (hereinafter "WKEC"), state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. WKEC is a Kentucky corporation with a principal office located in Henderson, Kentucky. WKEC leases and operates the following facilities that are the subject of this Agreed Order: (a) the Kenneth C. Coleman Station, which is an electric power plant located in Hawesville, Kentucky (hereinafter "Coleman Station"); and (b) the D.B. Wilson Station, which is an electric power plant located in Island, Kentucky (hereinafter "Wilson Station").

Coleman Station

3. WKEC, is the holder of Division for Air Quality Title V permit number V-02-003 issued on October 24, 2003, Source ID# 21-091-00003, for Coleman Station.

4. The Title V Permit for Coleman Station is set to expire on October 24, 2008. Kentucky regulations, specifically 401 KAR 52:020 Section 12(4), required WKEC to submit an application to the Kentucky Division for Air Quality (hereinafter "KDAQ") for renewal of this permit within six months of its expiration date. The KDAQ received WKEC's application to renew the Coleman Station permit on May 14, 2008, and it is presently undertaking a review of WKEC's permit renewal application. It is possible that a renewed Title V permit will not be issued before the current permit expires.

5. Pursuant to 401 KAR 52:020 Section 12, the expiration of a source's Title V permit will terminate its authority to operate unless the source submits a "timely and complete renewal application."

Wilson Station

6. WKEC is the holder of Kentucky Pollutant Discharge Elimination System ("KPDES") permit number KY0054836 for Wilson Station, which the Kentucky Division of Water ("KDOW") originally issued on February 26, 2001 with an effective date of April 1, 2001. This permit was set to expire on October 31, 2004. The KDOW notified WKEC of this fact in a letter dated June 23, 2004 and explained that WKEC was to complete and return a renewal application to the KDOW's KPDES permit branch by July 15, 2004.

7. Pursuant to the KDOW's June 23, 2004, letter, WKEC submitted a new KPDES permit application on July 14, 2004, although the KDOW did not receive WKEC's application

until July 16, 2004. The KDOW notified WKEC that its KPDES application was complete in a letter dated September 14, 2004. As of the date of this Agreed Order, the KDOW has not issued a renewed KPDES permit for Wilson Station.

8. If a permittee submits a timely application for a renewed KPDES permit, it may discharge pursuant to the terms of the expired permit until the effective date of the renewed permit issued by the KDOW. 401 KAR 5:060 Section 1(5)(c).

Modification of the Wilson Station KPDES Permit

9. In a July 8, 2003 letter to the KDOW, WKEC requested a modification of its KPDES permit for the Wilson Station to allow for the addition of four process water treatment basins to run along a fuel conveyor, which extends from the Green River to a fuel pile at the facility. These basins collect storm water from the base of the conveyor and treat it by primary settling.

10. The KDOW advised WKEC that it could operate the above-referenced water treatment basins provided that WKEC monitor the discharge for Total Suspended Solids ("TSS"), pH, oil and grease. Based on this representation, WKEC has operated the aforementioned storm water basins according to the limitations imposed by the KDOW.

Operating Status and Permit Transfer

11. The Coleman Station and Wilson Station facilities discussed herein are of vital importance to serving the electrical power needs of residents and industry in Western Kentucky.

12. A transfer of the various operating permits issued by the Cabinet for Coleman Station and Wilson Station to a new operator is currently under consideration by WKEC. It is

important to provide for certainty with respect to permit and regulatory operating authorizations for the Coleman Station and the Wilson Station to support the potential transfer of the above-referenced permits to new operators.

13. This Agreed Order is intended to provide authorization for continued operation of the aforementioned facilities consistent with existing permit authorizations pending issuance of renewed permits based upon pending permit applications, and to resolve any potential claims that such operating authorizations would not exist without renewed or reissued permits.

NOW THEREFORE, in the interest of settling all claims and controversies involving the matters described above, the parties hereby consent to the entry of this Agreed Order and agree as follows:

14. In the event that the Title V permit for Coleman Station is not renewed in final form before the expiration of the facility's current permit on October 24, 2008, WKEC, or any successor operator of Coleman Station, is authorized to operate in accordance with its present Title V permit for Coleman Station, KRS Chapter 224 and the regulations promulgated thereto, including, but not limited to 401 KAR 52:020, "Title V permits," pending final action on the pending Title V permit application. The Cabinet agrees that for purposes of this matter, the Title V renewal application was complete and timely submitted.

15. With respect to the Wilson Station KPDES permit, as indicated in the KDOW's September 14, 2004 letter, the KDOW considers WKEC's application for a renewal of the KPDES permit for Wilson Station to be complete. In addition, the KDOW considers WKEC's renewal application to be timely made pursuant to 401 KAR 5:060, which allows the KDOW discretion to accept KPDES permit renewal applications within 180 days of the permit's

expiration date. Thus, WKEC, or any successor operator of Wilson Station, may continue to operate Wilson Station according to its present KPDES permit pursuant to 401 KAR 5:060 Section 1(5)(c) until a renewed KPDES permit is issued and becomes effective.

16. With respect to the conveyor belt storm water basins at Wilson Station, WKEC, or any successor operator at Wilson Station, may continue to operate these basins pending the issuance of a modified KPDES permit for the facility, as requested in WKEC's July 8, 2003 letter to the KDOW, provided that it continues to monitor the discharge from the ponds for TSS, pH, oil and grease, and otherwise employs best management practices to reduce pollutants in the storm water discharge from said facilities.

MISCELLANEOUS PROVISIONS

17. This Agreed Order addresses only the matters specifically described above. Other than those matters resolved by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and WKEC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and WKEC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to WKEC or its successor. WKEC reserves his/its defenses thereto, except that WKEC shall not use this Agreed Order as a defense.

19. WKEC waives its right to any hearing on the matters described herein. However, failure by WKEC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapters 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. WKEC may request an amendment by writing the Director of Division of Water or the Director of the Division for Air Quality at 200 Fair Oaks Lane, Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that WKEC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, WKEC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

22. WKEC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of operation of any part of the subject facilities occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other site or facility.

24. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon.

25. This Agreed Order shall terminate upon the issuance of the final renewed Title V permit for Coleman Station and the issuance of a renewed KPDES permit for Wilson Station, except that the claims and controversies related to the matters described above shall remain resolved for enforcement purposes.

AGREED TO BY:

President
Western Kentucky Energy Corp.

Date

APPROVAL RECOMMENDED BY:

John S. Lyons, Director
Division for Air Quality

Date

Sandy Gruzesky, Director
Kentucky Division of Water

Date

John G. Horne, II, General Counsel
Environmental Protection Legal Division

Date

C. Michael Haines, General Counsel
Office of General Counsel

Date

FILE NO. DOW-33299

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this the _____ day of _____, 200_____.

**ENERGY AND
ENVIRONMENT CABINET**

LEONARD K. PETERS, SECRETARY

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this the _____ day of _____, _____:

Jack Bender
Greenebaum Doll & McDonald PLLC
300 West Vine Street, Suite 1100
Lexington, Kentucky 40507

And mailed via messenger mail to:

John S. Lyons, Director
Division for Air Quality
803 Schenkel Lane
Frankfort, Kentucky 40601

Sandy Gruzesky, Director
Kentucky Division of Water
14 Reilly Road
Frankfort, KY 40601

John G. Horne, II, General Counsel
Environmental Protection Legal Division
300 Fair Oaks Lane
Frankfort, Kentucky 40601

DOCKET COORDINATOR

APPENDIX E

LIST OF KNOWN SURFACE SPILLS

ID #	PLANT	ID from INTERIM UEA REPORT	ID from SUPPLEMENTAL UEA REPORT	AREA DESCRIPTION	Post-Excavation Sampling	NOTES
1	Sebree	N/A	AOS-1 (Figure 2-1); Section 3.2.1.6	Stressed vegetation was observed south of the boneyard and west of Green Ash Pond.	Estimate 4 Samples (TPH & PAH)	
2	Sebree	3.2.1.9	AOS-2 (Figure 2-1)	Surface staining was observed in the area between Reid Oil Storage Building and Fueling Station adjacent to Green Cooling Towers and Front Gate. Staining of soils was observed around the new drummed lubricant storage area, used for storage of motor oil, anti-freeze, hydraulic fluid, gear oil, mineral spirits, turbine oil, and grease.	Estimate 2 Samples (TPH & PAH)	
3	Sebree	N/A	AOS-3 (Figure 2-1)	Surface staining was observed near Reid Central Machine Shop and the Oil Storage Building.	No Excavation and no Sampling Required	Oil drums no longer stored at this location. Minimal staining was observed on the asphalt.*

ID #	PLANT	ID from INTERIM UEA REPORT	ID from SUPPLEMENTAL UEA REPORT	AREA DESCRIPTION	Post-Excavation Sampling	NOTES
4	Sebree	Section 3.2.1.9	AOS-4 (Figure 2-1)	Staining of soils was observed around the transfer piping and truck unloading manifolds by the 750,000 gallon fuel oil AST near the Reid Bulk Fuel Oil Storage and HMP&L SCR Ammonia Storage.	Soil will be removed down to concrete. No sampling required.	The majority of the staining was observed on the concrete containment unit.*
5	Sebree	Section 3.2.1.9	AOS-5 (Figure 2-1)	Staining of soils was observed around the 550 gallon waste oil tank and area adjacent to the coal handling heavy equipment maintenance building. Area is outside HMP&L Warehouse and Reid Heavy Machine Shop.	Estimate 1 Sample (TPH, RCRA Metals and PAH)	
6	Sebree	Section 3.2.1.9	AOS-6 (Figure 2-1)	Staining of soils was observed around the piping manifold system connected to a 26,500 gallon fuel oil storage tank, south of the Green Fuel Tank.	Clean concrete. No sampling.	Staining was observed on the concrete pad.*
7	Sebree	N/A	AOS-7 (Figure 2-1)	Stained gravel surrounding Reid/HMP&L Transformer (aux & step-up) pads.	Estimate 4 Samples (PAH, TPH and PCBs)	
8	Wilson	Sections 3.4.1.9, 3.4.1.20	AOS-1 (Figure 2-5B)	Minor miscellaneous staining of the gravel surrounding the Coal Handling Heavy Equipment Maintenance Area building was observed. This includes the area adjacent to the former Fuel Dispensing Area (10,000 gal diesel; 1,800 gal gasoline; and 2,450 gal kerosene ASTs).	Estimate 5 Samples (TPH, PAH and RCRA Metals)	

ID #	PLANT	ID from INTERIM UEA REPORT	ID from SUPPLEMENTAL UEA REPORT	AREA DESCRIPTION	Post-Excavation Sampling	NOTES
9	Wilson	N/A	AOS-2 (Figure 2-5B)	Surface staining observed adjacent to #1 and #2 ID Fans.	Clean Concrete. No sampling.	Staining observed on concrete.*
10	Wilson	N/A	AOS-3 (Figure 2-5B)	Surface staining observed adjacent to #1 and #2 ID Fans.	Clean Concrete. No Sampling.	Staining observed on concrete.*
11	Wilson	N/A	AOS-4 (Figure 2-5B)	Surface staining observed adjacent to #1 and #2 ID Fans.	No action required.	No staining observed.*
12	Wilson	Section 3.4.1.8	AOS-5 (Figure 2-5B)	Surface staining observed adjacent to Drum Waste Storage Area.	No Action Required.	Minimal staining observed on asphalt.*
13	Wilson	Section 3.4.1.9	AOS-6 (Figure 2-5B)	Surface staining observed adjacent to GE Warehouse Building.	Estimate 2 Samples (TPH and PAH)	
14	Wilson	Section 3.4.1.9	AOS-7 (Figure 2-5B)	Surface staining observed in the area previously utilized for storing the Portable Diesel Tank.	Estimate 1 Sample (TPH & PAH)	A general area is indicated on the figure - the diesel tank is portable so the staining is not limited to one area, but is dependent on the location of coal piles.

ID #	PLANT	ID from INTERIM UEA REPORT	ID from SUPPLEMENTAL UEA REPORT	AREA DESCRIPTION	Post-Excavation Sampling	NOTES
WNS #1*	Wilson	N/A	N/A	Stained gravel was observed just off the concrete pad (east and west) that houses the Bulk Fuel Tanks used for boiler start-up fuel.	Estimate 2 Samples (TPH & PAH)	
WNS #2* (see also AOS 14)	Wilson	N/A	N/A	Stained gravel was observed in the storage shelter south of the coal storage area. The shelter is currently utilized for storing the Portable Diesel Tank.	See #14	
WNS #3*	Wilson	N/A	N/A	Stained gravel was observed within the containment unit that houses the GE step-up transformer.	Concrete containment unit. No sampling Required.	
15	Coleman	N/A	AOS-1 (Figure 2-3)	Surface staining observed in area north of Coal Handling Machine Shop.	Estimate 1 Sample (TPH & PAH)	
16	Coleman	N/A	AOS-2 (Figure 2-3)	Surface staining was observed in the area north of Coal Handling Office.	Estimate 1 Sample (TPH & PAH)	
17	Coleman	Section 3.3.1.1	AOS-3 (Figure 2-3)	Stained gravel and/or soil was observed near transformers (aux., spare, and step-up) on the south face of the power units.	Estimate 1 Sample (TPH, PAH & PCB)	
18	Coleman	Section 3.3.1.1	AOS-4 (Figure 2-3)	Stained gravel and/or soil was observed near transformers (aux., spare, and step-up) on the south face of the power units.	Estimate 2 Samples (TPH, PAH & PCB)	

ID #	PLANT	ID from INTERIM UEA REPORT	ID from SUPPLEMENTAL UEA REPORT	AREA DESCRIPTION	Post-Excavation Sampling	NOTES
19	Coleman	Section 3.3.1.1	AOS-5 (Figure 2-3)	Stained gravel and/or soil was observed near transformers (aux., spare, and step-up) on the south face of the power units.	Estimate 2 Samples (TPH, PAH & PCB)	
20	Coleman	Section 3.3.1.1	AOS-8 (Figure 2-3)	Stained soil and stressed vegetation was observed at the Power Unit between Units 1 and 2, likely due to the Soil Vapor Extraction system.	Estimate 1 Sample (TPH, PAH & PCB)	
21	Coleman	Section 3.3.1.1	AOS-6 (figure 2-3)	The collection drum in front of C-1 sits directly on soil, which was heavily stained.	Estimate 1 Sample (TPH & PAH)	
22	Coleman	Section 3.3.1.18	AOS-7 (Figure 2-4)	Stressed vegetation and staining was observed in the vicinity of the former location of the 54,000 gallon fuel tank.	No excavation but 4 confirmation samples will be collected around perimeter of concrete pad	No definitive staining observed.
CNS #1*	Coleman	N/A	N/A	Stained gravel was observed adjacent to the concrete pad located on the south face of Coleman Unit #2. CNS #1 is located within 10 ft. to the south of AOS-20.	Estimate 1 Sample (TPH, PAH & PCB)	
CNS #2*	Coleman	N/A	N/A	Stained soil was observed next to the building between Coleman Units #2 and #3. CNS #2 is located between AOS-17 and AOS-18.	Estimate 1 Sample (TPH & PAH)	

* Observations made during the site walks on 9/10-11/08.

APPENDIX F

BARGES

SEE ATTACHED

**WKE - Owned Barge Information
Summary**

Barge New ID	Old ID	Hull ID	Type	Purchase Date	Construction Date	Model	Age (Years)	Dimensions (l'xw'xh')	Draft Weights (Tons)	
									9' 0"	9' 6"
WKE 001	PN 128	613537	Rake	3/23/05	1979	Jeffboat Inc	29	195'x35'x12'		
WKE 002B	RR 201	598521	Box	3/31/05	1978	Jeffboat Inc	30	200'x35'x12'	1,639	1,749
WKE 003B	RR 202	598257	Box	4/29/05	1978	Jeffboat Inc	30	200'x35'x12'	1,639	1,749
WKE 004	PC 104	604685	Rake	4/8/05	1979	Jeffboat Inc	29	195'x35'x12'	1,531	1,637
WKE 005	HLEM 504	629521	Rake	3/23/05	1980	Ingalls Ship	28	195'x35'x12'	1,512	1,616
WKE 006B	RR 204	598258	Box	4/21/05	1978	Jeffboat Inc	30	200'x35'x12'	1,639	1,749
WKE 007B	PJ 114	605143	Box	3/23/05	1979	Jeffboat Inc	29	200'x35'x12'	1,665	1,775
WKE 008	PN 132	613850	Rake	3/23/05	1979	Jeffboat Inc	29	195'x35'x12'	1,520	1,625
WKE 009	PN 124	613532	Rake	4/8/05	1979	Jeffboat Inc	29	195'x35'x12'	1,520	1,625
WKE 010B	PL 146	614804	Box	3/23/05	1979	St. Louis Ship	29	200'x35'x12'	1,647	1,757
WKE 011	PC 103	604684	Rake	3/31/05	1979	Jeffboat Inc	29	195'x35'x12'	1,531	1,637
WKE 012	SJT 152	621697	Rake	6/7/05	1980	Jeffboat Inc	28	195'x35'x12'		
WKE 013	SJT 155	621700	Rake	6/7/05	1980	Rake	28	195'x35'x12'		
WKE 014B	PJ 115	605144	Box	5/12/05	1978	Jeffboat Inc	30	200'x35'x12'	1,665	1,775
WKE 015	PJ 123	613531	Rake	5/12/05	1979	Jeffboat Inc	29	195'x35'x12'	1,521	1,626
WKE 016	SJT 153	621698	Rake	6/7/05	1980	Rake	28	195'x35'x12'		

APPENDIX G

Interior Stack Cleanup Specifications

- The interior wall of the brick liner shall be cleaned to expose the brick surface and mortar joints to allow visual inspection.
- The brick-work shall be cleaned adequately to allow for visual detection of mortar joint degradation, cracks or spalling
- The brick-work shall be cleaned adequately to allow for visual detection and continuation of tracking of cracks in brick to compare with previous baseline data attached to the Molter Corporation report performed in year 2000, as well as prior data collected.
- The area of the breach duct penetration to the stack shall be cleaned to expose all brick, hardware and expansion joint fabric to allow for visual detection of defects such as missing hardware, cracks, or tears without destructive testing techniques.

Schedule 8.2

LEASED GENERATOR SO₂ ALLOWANCES

Closing Year Month	SO₂ Allowances
January, 2008	5,069
February	4,632
March	1,349
April	2,741
May	2,747
June	2,811
July	4,839
August	4,940
September	2,594
October	3,047
November	2,957
December	3,067
January, 2009	4,198
February	3,649
March	2,658
April	2,326

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

Schedule 12.2(a)(vi)

NON-INCREMENTAL CAPITAL EXPENDITURES

<u>Closing Year Month</u>	<u>Non-Incremental Capital Expenditures (\$)</u>
January, 2007	49,000
February	972,500
March	4,015,100
April	2,335,000
May	6,038,000
June	2,606,300
July	1,560,300
August	2,414,500
September	1,047,500
October	2,865,500
November	1,152,500
December	121,500
January, 2008	156,000
February	475,667
March	6,334,500
April	3,519,167
May	5,240,500
June	2,045,667
July	3,593,000
August	1,943,117
September	1,942,300
October	2,024,267
November	281,500
December	67,665
January, 2009	923,500
February	4,123,030
March	5,411,435
April	4,443,035